

**STANDARD TERMS AND CONDITIONS OF PURCHASE  
GURIT CANADA**

Rev. October 2023

**1. General**

- 1.1. Unless otherwise agreed in writing, these terms and conditions of purchase ("Conditions") apply exclusively to the purchase of goods and services (collectively, the "Goods") by a Gurit company ("Company") from the supplier of Goods ("Supplier") as identified in the Order. The Order (and any exhibits, specifications, drawings, notes, and other information, whether physically attached or incorporated by reference thereto), together with these Conditions constitutes the entire and exclusive agreement between the Supplier and the Company (the "**Contract**").
- 1.2. These Conditions shall govern the Order to the exclusion of all other terms and/or conditions of the Supplier, including the ones endorsed upon, delivered with or contained or referenced in a quotation, catalogue, price list, acknowledgement, acceptance or any other document, and the Supplier waives any right which it might have to rely on terms and conditions contained in any document supplied by the Supplier to the Company. The Company may periodically update the Conditions. These revisions will become effective on the date notified by the Company.
- 1.3. The headings used are for convenience only and shall not affect the interpretation of these Conditions. A reference to any Condition number shall be to such Condition in these Conditions.

**2. Orders**

- 2.1. Any written instruction for the purchase of Goods howsoever transmitted by the Company to the Supplier, including (without limitation) any purchase order, vendor schedule, consignment stock call off or vendor managed inventory process, ("**Order**") constitutes an offer by the Company to purchase such Goods on the terms and conditions contained in these Conditions.
- 2.2. Save in the case of Condition 2.3, the Supplier is deemed to accept such an offer comprised in an Order when it gives express notice of acceptance or otherwise fulfils the Order (in whole or part).
- 2.3. Where the Supplier and the Company have expressly agreed that written communications from the Company to a specified email address of the Supplier shall be answered within a period of agreed Working Days (as defined below), any failure on the part of the Supplier to respond to any such communication within the agreed time period shall be taken to be deemed acceptance of the contents of such communication (including, without limitation, an offer comprised in an Order submitted by the Company). The Company shall only send such a communication on a Working Day (being a day other than a Saturday, Sunday or bank or other public holiday in Canada) and the Supplier shall not be required to send any response on a non-working day, but, if applicable, shall send any response that may be due on the next following Working Day.

**3. Delivery**

- 3.1. The Supplier will deliver the Goods to the delivery address defined in the Order on the date or within the delivery period stated therein ("**Delivery**"). Unless stated otherwise in the

Order, the Delivery will take place at the Company's premises with all charges included in the Price, including, without limitation in respect of customs, duty, costs, packaging, shipping, carriage, and insurance.

- 3.2. An advice note ("**Advice Note**") containing the following information must be forwarded to the Company by e-mail or fax within 24 hours of dispatch: Order number, quantity, description of packages, gross weight, route of dispatch and the Company's appropriate codes.
- 3.3. The time of Delivery is of the essence of each Contract and if Delivery does not occur on the date or within the delivery period stated in the Order, the Supplier shall be deemed to be in default without such notice of default being issued. As of the date of default, the Supplier shall be liable for liquidated damages amounting to 0.3% of the Price per calendar day of delay (but not exceeding a maximum cap of 15% of the Price). Payment of the liquidated damages does not release the Supplier from his contractual obligations and liability. If the maximum cap referred above is reached, the Company may, at its option, without affecting its other rights under the Contract, law or otherwise (i) cancel the Contract, (ii) in case of multiple Deliveries reject the delayed Goods upon Delivery without liability and without cancellation of the Contract; or (iii) require the Goods to be delivered by the fastest means of delivery transport at the expense of the Supplier. The Supplier will immediately notify the Company if the Supplier's timely performance under the Contract will be delayed. Such notice will not relieve the Supplier of its responsibility to deliver on time nor prevent the Company from claiming compensation for damages, losses, liquidated damages, etc.
- 3.4. The Supplier will at all times up to the time of Delivery store Goods safely and securely following normal and accepted practice. The Supplier will at its own cost take all reasonable steps to prevent any deterioration of Goods until their actual Delivery. Upon reasonable notice by the Company, all (i) goods, materials and services related in any way to the Goods (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspections and test by the Company and its customer or representative at all times and places. The Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve the Supplier from any responsibility for Non-Conforming Goods (as defined below) nor impose liabilities on the Company.
- 3.5. The Supplier will not at any time exercise or seek to enforce any lien over any Goods.
- 3.6. Goods must be packed safely and securely following best commercially accepted practice and the Company's reasonable instructions. Goods and/or each package must be marked in accordance with the Company's instructions and must bear the Company's appropriate codes and Order numbers. On Delivery a further copy of the Advice Note must accompany the Goods.
- 3.7. The Supplier must before and on Delivery advise the Company of any special requirements or hazards relating to the transportation and/or storage of Goods and must attach any related warnings and instructions in a clearly visible manner on the outside of their packaging. If requested by the Company, the Supplier will provide supporting documentation to allow the import and export of all Goods, such as certificates of conformity, country of origin, mid codes, health and safety data/sheets and any other information necessary to support declarations to and compliance with international customs regulations.

#### 4. Rejection of Goods

4.1. If any of the Goods furnished are found to be defective or otherwise not in conformity with the Contract (“**Non-Conforming Goods**”), then the Company may, in addition to any other rights, remedies and choices it may have at Contract, law or otherwise and in addition to seeking recovery of any and all damages, losses, costs and expenses emanating therefrom, at its option and sole discretion and at the Supplier’s expense (i) require the Supplier to immediately re-perform any Non-Conforming portion of the Goods and/or to immediately repair or replace the Non-Conforming Goods with Goods that confirm to all requirements of the Contract; (ii) take such action as may be required to cure all defects and/or bring the Goods into conformity with all requirements of the Contract, in which event, all related costs and expenses (including, but not limited to, material, labor and handling costs) shall be for the Supplier’s account; (iii) withhold total or partial payment; (iv) reject any Non-Conforming Goods and claim an administration fee of Euro 300 every time the Goods are rejected; it is the Supplier’s responsibility to collect any Non-Conforming Goods delivered to the Company within five (5) working days from receipt of non-conformance report from the Company. Failure to respond within five (5) working days will result in the Company either returning the Goods to the Supplier, or to scrap the Non-Conforming Goods, both at the Supplier’s expense; and/or (v) rescind the Contract without liability of the Company. The Company is not to be taken as having accepted any Goods until it has had a reasonable time to inspect them following Delivery, or if later, within a reasonable time after any latent defects in Goods have become apparent. As an alternative to (i),(ii), (iv) and (v), the Company may accept the Non-Conforming Goods conditionally on the Supplier providing a refund or credit in an amount the Company reasonably determines to represent the diminished value of the Non-Conforming Goods.

#### 5. Price and Payment

5.1. The price of Goods is that stated in the Order (“**Price**”). All Prices are exclusive of Value Added Tax and, unless stated otherwise in the Order, are inclusive of any other charges in respect of tax, duty, packaging, shipping, carriage, insurance and Delivery. No variation in the Price or extra charges shall be accepted by the Company unless formally agreed in writing.

5.2. Unless the Order states otherwise, the Company will pay the Price for the Goods on the 5<sup>th</sup> day of the month which may correspond after 60 days following Delivery or receipt of a valid, non-rejected invoice from the Supplier (showing Value Added Tax, if applicable, as a separate charge), whichever is later, provided, however, that the Company has accepted all of the Goods. The Company may, at any time, set-off any amounts the Supplier owes to the Company against any amounts the Company owes to the Supplier.

5.3. Unless otherwise stated in the Contract, if the Company makes advance payments, the Supplier shall provide an irrevocable, unconditional first demand bank guarantee in the amount of the advance payments, issued by a first-class bank acceptable to the Company, having a validity date as agreed between the Parties.

5.4. In all of the Supplier’s invoices, the relevant Order number, the country of origin and customs tariff number (if applicable), must be quoted along with the information required on the Advice Note. The Company is entitled to reject invoices that do not conform to these requirements.

5.5. The Company shall not be liable to the Supplier if due to an event beyond its reasonable control it defers any payment to the Supplier. Except otherwise provided for in the Contract, the Company has no liability to the Supplier for any loss, lost profits, interest expense, damages whether incurred directly or indirectly by the Supplier.

#### 6. Risk and Property

6.1. Without affecting its rights to reject the Goods, the property (legal and beneficial) and risk in the Goods passes to the Company on Delivery (unless payment, whether in whole or in part, for the Goods is made prior to Delivery, in which case title to the Goods shall pass to the Company once payment has been made). Title shall be free of any liens or encumbrances.

#### 7. Changes

7.1. The Company may at any time make changes in the scope of the Contract in any or more of the following: (i) drawings, designs or specifications where the Goods to be furnished are to be specifically manufactured for the Company; (ii) method of shipment or packing; (iii) place and time of delivery; (iv) amount of the Company’s furnished property; (v) quality or (vi) scope or schedule of Goods. The Company shall document such change request in writing, and the Supplier shall not proceed to implement any change unless and until such change is provided in writing by the Company. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Contract, an equitable adjustment shall be made in the Price or delivery schedule, or both, in writing. Any Supplier claims for adjustment under this clause will be deemed waived unless asserted within thirty (30) days from the Supplier’s receipt of the change notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

#### 8. Termination for Convenience/Suspension

8.1. Without prejudice to any other right or remedy available to the Company, the Company may for any reason suspend or terminate any Contract, entirely or partially, at any time before Delivery, by giving written notice to the Supplier whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier compensation for any direct costs reasonably incurred or commitments made for work-in-progress at the time of termination or suspension which cannot be mitigated. Such compensation shall be restricted to the work above and shall in no case exceed the Price; it shall be the sole remedy of the Supplier for such termination or suspension. Under no circumstance shall the Company be liable under the Contract for any loss of anticipated profits or any consequential or indirect loss. The Company may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. The Supplier shall resume diligent performance on the specified effective date of withdrawal.

#### 9. Warranty

9.1. Without affecting any of the Company’s other rights and remedies (including, without limitation, the benefit of all warranties and conditions implied in favour of the Company by law or otherwise), the Supplier warrants that:

9.1.1 the quantity of Goods will be as stated in the Order;

- 9.1.2 the Goods are new, of best quality and state-of-the-art workmanship, fully operational, merchantable and fit for the intended use by the Company;
- 9.1.3 the Goods will correspond to the specifications as agreed in writing by the Company and will be free from defects in design, materials and workmanship;
- 9.1.4 the Goods, their design, manufacture, construction, supply, use and quality, as well as all supporting literature and documentation will comply in all respects with any relevant statute, statutory rule, order, directive or statutory license, consent or permit which may be in force at the time;
- 9.1.5 the Goods (and/or their importation) do not infringe the Intellectual Property Rights (as defined below) or other third parties' rights;
- 9.1.6 the Goods shall have all necessary export and/or import licenses and comply with all relevant government export and/or import regulations;
- 9.1.7 the Goods shall be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation of any Goods or parts or materials, in particular in relation to hazardous materials which will be clearly identified to the Company; and
- 9.1.8 the services be provided in accordance with the Contract and executed with adequate care, skill and diligence by properly qualified and experienced persons.
- 9.2. The Supplier shall pass on the Company the benefit of any additional warranties secured from the Supplier's suppliers.
- 9.3. Without prejudice to the Company's other rights or remedies available under this Contract, at law or otherwise, if (i) thirty-six (36) months of Delivery; or (ii) twenty-four (24) months from the date the warranty or defect liability of the end-product starts or (iii) within the stated shelf life of the Goods, whichever occurs later, (the "**Warranty-Period**"), it is discovered that the Goods supplied are Non-Conforming Goods, then the Company, in addition to seeking recovery of any and all damages, costs and losses emanating therefrom, at its option and at the Supplier's expense may : (a) require the Supplier, to remedy within thirty (30) calendar days any Non-Conforming Goods or to supply replacement Goods in accordance with the Contract. This right includes replacement of all other Goods which because of the Non-Conforming Goods are not reasonably capable of being used by the Company; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all of the requirements of the Contract, in which event all related costs and expenses shall be for the Supplier's account; and/or (c) reject and return all or any portion of such Goods and treat the Contract as repudiated and may require the repayment of the Price, or any part of it, that the Company has paid.
- 9.4. The warranties given under this Clause 9 shall survive any performance, acceptance or payment pursuant to the Contract and shall be extended to any repaired or replaced Goods provided by the Supplier. The Company shall not be obliged to inspect the Goods or parts thereof immediately. The Supplier hereby waives the defense of late notification.
- 9.5. **Generic Defects.** If the same, or roughly the same type of Non-Conforming Goods occurs more than two (2) times during the Warranty-Period, such defect is deemed to be a "**Generic Defect**". Immediately after becoming aware of the existence or risk of a Generic Defect, the Supplier shall notify the Company and vice versa.

Promptly and within seven (7) Working Days after the date of such notice, the Supplier shall provide the Company with a preliminary report regarding the nature and extent of such Generic Defect and the risk thereof including general proposal(s) for remedial action ensuring a permanent remediation of the defect.

A final report regarding the above mentioned subjects, including a time schedule indicating the time for design and implementation for such remedial actions and a proposal for necessary improvements relating to all future Delivery of Goods to the Company shall be provided by the Supplier as soon as possible, but not later than three (3) weeks following the date of the above-mentioned notice, unless the Supplier needs the input of third parties, (e.g. laboratories), in which case the Parties shall agree on the reply period. The Company shall be involved in and approve any root cause analysis. The remedial action shall be designed so as to ensure that all the defective Goods meet the requirements set out in the Contract.

After the remedial action is approved by the Company, the Parties shall promptly implement the remedial action in relevant Goods of equal design. Such remedial steps shall be undertaken regardless of whether the Generic Defect has in fact manifested itself in actual errors or defects in the individual delivered Goods. Such remedial actions, including manufacturing, delivering, installing and testing the Goods modifications shall be at the Supplier's expense.

If following the steps defined above could increase the damage to the Company or to Company's customers, Company may decide to implement any emergency corrective measures, interim or final, with its own means or through third parties. In all those cases, the additional costs incurred shall be assumed by the Supplier.

## 10. Indemnity

- 10.1. Without prejudice to the Company's other rights or remedies available under this Contract, at law or otherwise, the Supplier shall indemnify and keep fully indemnified, defend and hold harmless the Company and its affiliates (including their directors, officers, employees, successors and assignees), agents, contractors or customers (together the "**Company Indemnitee**") in full for and against all liability, loss, including direct, consequential and special loss or damage (whether for loss of income, profit, business, contracts, goodwill, bargain, saving or otherwise), penalties, fines, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company or by the Company Indemnitee, arising (i) out of or in connection with any breach of the Contract, and in particular, but not limited to, the supply of Goods (including product liability claims) or their use or resale by the Company; and the representations and warranties; or (ii) any act or omission of the Supplier, its agents, or subcontractors; or (iii) any claim by a third party (including infringement or third party's rights).
- 10.2. If a third party asserts a claim against the Company based on alleged infringement of Intellectual Property Rights ("IPR") by the Goods, the Supplier shall indemnify the Company and hold the Company harmless from and against any liability in claims, damages or costs awarded in any infringement suit or action against the Company and/or Company Indemnitee/s, regardless of whether such award is final or only temporary in the form of an injunction order or similar.
- 10.3. The Supplier shall, at its own expense, be responsible for

taking any necessary legal action and assert its IPR against any third party infringing the IPR in or to the Goods with measures, which the Supplier deems necessary. The Supplier shall coordinate any procedural steps upfront with the Company.

10.4. Both, the Supplier and the Company, shall immediately advise each other when they become aware of any infringement of third parties' IPR, alleged infringements of such rights, of a risk of infringement of such rights or if they become aware of a third party infringing either party's IPR to the Goods.

10.5. If the Supplier is enjoined from using any Goods due to a final or temporary but immediately enforceable award regarding third party IPR in or to the Goods, the Supplier must at his own cost immediately provide the Company with a work around solution. The work around solution will be, at the Company's discretion and at the Supplier's expense, either of the following ones: (i) obtaining the right for the Company to use the Goods as agreed under the Contract; (ii) substituting the infringing Goods with a functionally equivalent Goods that does not infringe any third party IPR; (iii) modifying the Goods so that it no longer infringes any third party IPR, but with at least equivalent functionality and/or (iv) including the dismantling/removal and return of the relevant Goods or parts thereof, refunding the Price and transportation costs thereof and reimbursing other costs and/or losses suffered by the Company.

## 11. Intellectual Property Rights ("IPR")

11.1. Intellectual Property Rights include registered or unregistered trademarks, trade names, patents, inventions whether or not patentable, copyright, moral rights, database rights, internet domain names, trade secrets, know-how, and registered and unregistered design rights existing or arising anywhere in the world and all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise and all registrations, applications, renewals, extension, continuations or reissues thereof now or hereafter in force.

11.2. All tangible and intangible property, including, but not limited to, goods, tools, materials, equipment, information or data of any description, tools, drawings, plans, models materials, specifications, samples, computer software, documents, equipment or material furnished to the Supplier by the Company or specially paid for by the Company and any replacement thereof and all Intellectual Property Rights in the same, shall be and remain the Company's property ("**Company Property**"). The Supplier shall be licensed to use such materials for the purpose of fulfilling the Contract.

11.3. The Company shall own exclusively all rights in ideas, services, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier's performance under this Contract, including, but not limited to, all technologies, processes, methods, chemical formulations, design, specifications, inventions, developments, improvements, modifications and all Intellectual Property Rights in the same. If by operation of law any such IPR is not owned in its entirety by the Company automatically upon creation, then the Supplier upon receipt of the payment in full agrees to transfer and assign to the Company at the Company's expense.

11.4. Subject to Conditions 11.2 and 11.3, all other IPR shall be and remain the Supplier's property. The Supplier shall provide

the Company with all information required by the Company to install, assemble or otherwise use the Goods, including enabling it to incorporate into the Company's product. The Supplier grants to the Company (and to the extent the Supplier is not able to grant the license itself, shall procure the grant of a transferable, non-exclusive, worldwide, irrevocable, perpetual royalty free license (with the right to sub-license) of such intellectual property rights to enable the Company to use and enjoy the Goods including without limitation to allow the Goods to perform those functions which they are designed for and to repair, modify and upgrade the delivered Goods (or to have those Goods repaired and manufacture (or have manufacture) spare parts or replacements. The Price includes the full license fee.

## 12. Company Property

12.1. Where the Company, for the purposes of the Contract, furnishes Company Property to the Supplier, the Supplier shall:

- 12.1.1 hold the same as bailee on behalf of the Company;
- 12.1.2 clearly mark the Company Property as the property of the Company and not include the same in any asset register maintained by the Supplier;
- 12.1.3 maintain the Company Property in good order and condition subject only to fair wear and tear;
- 12.1.4 keep the same fully insured under Condition 13 with a reputable insurer;
- 12.1.5 not make, or permit any third party to make, any copies of the Company Property;
- 12.1.6 use the Company Property solely for the purpose of the manufacture of Goods for sale to the Company in accordance with the Contract, and not for any other purpose, and not remove the Company Property from the Supplier's premises without the Company's prior written authority;
- 12.1.7 allow the Company unrestricted access to the Supplier's premises on 24 hours notice in order to inspect and/or recover the Company Property at any time; and
- 12.1.8 comply with all directions of the Company from time to time concerning the Company Property, including without limitation any instruction to return the Company Property forthwith for any reason and at any time, including upon termination of the Contract for any reason or for the purpose of redesign or modification of the Company Property.

## 13. Insurance

13.1. The Supplier will throughout the Contract and for a period of six (6) years following termination or expiry of the Contract have and maintain in force at its own costs such insurances with a reputable insurer as are appropriate and adequate having regard to its obligations and liabilities under the Contract, including, without limitation: (i) public liability insurance; (ii) product liability insurance; (iii) adequate insurance against loss of, or damage to, any of the assets of the Supplier, its personnel, its subcontractors, while these are in the Supplier's possession or while the risk lies with the Supplier. The Supplier must provide to the Company evidence of all such insurance at any time on request. The Supplier will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations of the Supplier in the jurisdiction or jurisdictions in which the Supplier's operations take place.

## 14. Confidentiality

14.1. The Supplier shall keep confidential and shall not use (except in the proper performance of the Contract) or disclose, without the prior written consent of the Company, any technical, business, financial or commercial information or other information of a confidential nature acquired as a result of any communications between them relating to the Contract and/or the Goods. All such confidential information (including any copies) shall remain the property of the Company and shall if in tangible form be promptly returned or destroyed by the Supplier on request by the Company.

14.2. The duty of confidentiality under this Condition shall not apply to information that at the time of disclosure was already in the public domain (other than due to a breach of this Condition) or is required to be disclosed by statute, any order of a court of competent jurisdiction or an appropriate regulatory authority.

14.3. For the avoidance of doubt, the provisions of this Condition 14 shall co-exist with (and shall not prejudice or be prejudiced by) any other written obligations of confidentiality as may be expressly agreed between the Supplier and the Company in relation to any subject matter other than the Contract or the Goods.

## 15. Termination

15.1. Without prejudice to any other rights available to the Company under the Contract, at law or otherwise, the Company, without liability, may give written notice to the Supplier to terminate the Contract (in whole or part) forthwith on the happening of any one of the following events:

15.1.1 Termination for Default: The Supplier having been given thirty (30) days' notice in writing of any breach of the Contract fails to remedy the same (if capable of remedy) within such thirty (30) day period;

15.1.2 Termination for Insolvency: The Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes insolvent or subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver, manager, administrator, administrative receiver or other equivalent is appointed over all or any part of any of the undertaking, property or assets of the Supplier, or the Supplier ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the Supplier accordingly);

15.1.3 Termination due to Change of Control: A Change of Control shall be deemed to have occurred if any legal or physical person becomes the beneficial owner, directly or indirectly of more than fifty (50) % of the total voting power of all classes then outstanding of the voting stock of the Supplier; or (ii) upon the approval by shareholders of the Supplier of a merger or consolidation of the Supplier with any other entity; or (iii) the acquisition by any person or group of substantially all the assets regarding the production of the Goods from the Supplier; or (iv) the change in the majority of the board members at any time during any consecutive twelve (12) months period. If the Supplier experiences a Change of Control by a direct or indirect competitor or the Company, the Supplier shall be notified in writing within ten (10) business

days of such Change of Control. If in the sole opinion of the Company such Change of Control may be detrimental to the existing or future business of the Company, the Company may then at its own option (i) terminate the Contract immediately, or (ii) alternatively by giving six (6) months written notice thereof at any time following such Change of Control.

15.2. Obligations on Termination: Upon expiration or after receipt of notice of termination for any reason, the Supplier shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities hereunder, except as necessary to complete the continued portion of the Contract; and (iii) terminate all contracts to the extent they relate to work terminated. After termination, the Supplier shall deliver to the Company all completed work and work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work.

15.3. Termination of the Contract, howsoever arising, shall be without prejudice to the rights and obligations of the parties accrued prior to termination. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Contract (e.g. Confidentiality, IPR) shall survive the expiration or termination of the Contract.

## 16. Assignment and Sub-Contracting

16.1. The Supplier cannot, without the Company's prior written consent, assign, transfer or sub-contract any of its rights or obligations under any Contract. The Company may assign or subcontract all of its rights or obligations.

16.2. If the Company consents to the use of a subcontractor by the Supplier, the Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify the Company for all damages and costs of any kind incurred by the Company or any third party and caused by acts and omissions of the Supplier's subcontractors and (iii) make all payments to its subcontractors. If the Supplier fails to timely pay a sub-contractor for work performed, the Company will have the right, but no obligation, to pay the subcontractor and offset any amount due to the Supplier by any amount paid to the subcontractor. The Supplier will defend, indemnify and hold the Company harmless for all damages and costs of any kind, without limitation, incurred by the Company and caused by the Supplier's failure to pay its subcontractor.

16.3. To the extent allowed by applicable law, no person who is not a party to the Contract shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, customs or otherwise.

## 17. Compliance and Corporate Social Responsibility

17.1. The Supplier represents and warrants that it will comply with all applicable (even if they become applicable after Contract conclusion) laws, statutes, rules and regulations pertaining to its obligations under the Contract, including, but not limited to the relevant environment, health and safety laws relating to the manufacture, sale and delivery of the Goods, anticorruption laws and human rights.

17.2. The Supplier acknowledges having read and understood Gurit's Supplier Code of Conduct and Gurit's Sustainability Policy, incorporated into each Contract by reference and

accessible on the homepage of the Gurit Group ([www.gurit.com/policies](http://www.gurit.com/policies)). The Supplier undertakes to comply with their provisions and to ensure/encourage, when applicable, that each entity of the group it belongs to and any of its vendors, suppliers or subcontractors will comply with such provisions. Upon request, the Company shall provide the Supplier with a printed copy of these provisions.

17.3. The Supplier declares and warrants that it conducts its business in accordance with the principle of sustainable development and shall: (i) take effective measures to minimize the impact of its actions on the environment; and (ii) make its best efforts to reduce waste, conserve resources, reduce carbon footprint and promote sustainable practices in its operations. The Supplier shall regularly evaluate and improve their sustainability performance and shall cooperate with the Company in joint efforts to achieve sustainable outcomes.

17.4. Upon Gurit's request, Supplier accepts to join the Sedex platform (or another equivalent platform accepted by Gurit) and obtain a valid certification or to complete any due diligence questionnaire as requested by Gurit related to the matters contained in this clause 17.

17.5. The Supplier represents and warrants that neither itself and its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned person (i.e., listed by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform the Company by written notice without delay and the Company may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier.

17.6. The Company shall have the right to verify Supplier's compliance with this clause 17 including Supplier's adherence to the sustainability practices, either by itself or through third parties that it commissions, with prior notice.

17.7. Any violation of an obligation contained in this Clause 17 is a material breach of the Contract and entitles Company to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law.

17.8. The Company has established reporting channels where Supplier and its employees may report violations of applicable laws, policies or code of conduct. (<https://www.gurit.com/report-a-concern/> - contact details specified on this page).

## 18. Entire Agreement

18.1. Each Contract constitutes the whole agreement and understanding of the parties and supersedes all previous representations, arrangements, understandings and agreements between the parties relating to the subject matter. Nothing in this Condition shall operate to exclude or

limit liability for fraud or fraudulent misrepresentation.

## 19. Notices

19.1. Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may, at the relevant time, have been notified as the correct address for service. Any notice must be delivered by hand or sent by first class (airmail if overseas), registered delivery post. **Email shall not be effective notice.** Notices may be faxed provided they are also sent in accordance with this Condition. Notice shall be deemed received if delivered by hand, at the time of delivery, and if posted nationally, two, or internationally, four, Working Days after the date of posting.

## 20. Waiver

20.1. Any waiver by either party of any right or remedy will only be effective if made in writing and signed by a duly authorized representative of the entitled party. No waiver will be treated as waiving any subsequent breach and no single or partial exercise of a right or remedy shall prevent further exercise of the right or remedy or the exercise of another right or remedy.

## 21. Severance

21.1. If any provision of the Contract is held by any court or other competent authority to be void or unenforceable either in whole or part then such whole or part provision shall be deemed deleted from the Contract and the enforceability of the remainder of the Contract shall not be affected.

## 22. Relationship of the Parties

22.1. Nothing in the Contract shall be deemed to create between the Company and the Supplier or any of the Supplier's personnel any of the relationships of partnership, agency, employment or joint venture.

## 23. Law and Jurisdiction

23.1. The Contract and all disputes arising thereunder will be governed by and interpreted in accordance with the laws applicable in the province of Quebec (Canada), excluding the rules on conflict of law, and will be subject to the exclusive jurisdiction of the courts of the judicial district of St-Francois, province of Quebec. The Supplier irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Should any term or provisions hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Contract (including the Conditions) will not be affected thereby.

## 24. Language

24.1. Should the Contract documents be executed in more than one language, and if one of those languages is English, the English version shall prevail.