

General Purchasing Terms and Conditions of the Interroll Group



1 APPLICABILITY.

- 1.1. These International Purchase Terms and Conditions ("Terms and Conditions") shall apply and govern any purchase order, contract, quotation, or other document incorporating these Terms and Conditions by reference (each an "Order"). These Terms and Conditions, together with such Order will be the complete and exclusive statement of the terms of the agreement governing the sale of goods ("Goods") and provision of services ("Services"), as applicable, by Interroll USA, LLC or any affiliate thereof ("Buyer") and such other party to the Order (the "Seller").
- 1.2. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order.
- 1.3. These Terms apply to any repaired or replacement Goods provided by Seller hereunder.
- 1.4. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2 ACCEPTANCE

This Order is not binding on Buyer until Seller accepts the Order in writing. If Seller does not accept the Order in writing within five (5) days of Seller's receipt of the Order, this Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller.

3 DELIVERY DATE

Seller shall deliver the Goods 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 no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller's receipt of the Order. Timely delivery of the Goods and performance of any services is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date or fails to complete all services on or before the date specified for completion (the "Completion Date"), Buyer may terminate the 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 Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date. In the event that Buyer reasonably believes that Seller will be unable to deliver all Goods on or before the Delivery Date or complete all Services on or before the Completion Date, Buyer shall be entitled to procure replacement Goods, Services or both at Seller's expense, and deduct the costs from amounts as would otherwise be due to Seller. If such cost exceeds the amount owed to Seller, Seller shall reimburse such excess amount to Buyer.

4 DELIVERY LOCATION

All Goods shall be delivered to the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

5 SHIPPING TERMS

- 5.1. Unless agreed otherwise in writing, the deliverables will be delivered in compliance with INCOTERM DDP (Delivered Duty Paid). This also includes packaging. Each delivery must be accompanied by a bill of lading. The bill of lading and all shipping documents must indicate the date of shipment, Buyer reference, article and possible drawing number for the deliverables shipped as well as the shipping volume; should the Seller fail to comply with this requirement, then Buyer will not be responsible for delays in processing. Any costs caused by non-compliance to the aforementioned requirements will be reimbursed by the Seller. Seller shall, at its sole cost, comply with all applicable tariff, transport and packaging regulations of the postal service, as well as rail, road, sea or air transport regulations. Particular attention must be paid to possibly applicable customs and hazardous substances regulations. Deliverables shipped must be marked and identified in accordance with possibly applicable legal requirements. The Seller will transmit at an appropriate time before shipping of the deliverables all product information necessary in its latest version, in particular documents relative to composition and shelf life e.g. safety data sheets, processing instructions, marking and identification regulations, assembly instructions, work protection measures and specifications, etc. The agreed deadlines for the supply of deliverables or services are contractually binding and fixed. Compliance with these Purchase Terms and Conditions for deliverables, or the service agreement for services rendered, or work contracts for work to

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be carried out refers to supply or execution at the agreed site of delivery or execution.

5.2. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within one (1) business day after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

5.3. The scope of delivery will comprise, at no extra cost, the product specifications and/or technical documentation, conformity certificates, as well as documents required for use of the deliverables provided and operating instructions and certificates.

6 TITLE AND RISK OF LOSS

Notwithstanding anything to the contrary in Seller's own terms and conditions, (a) all right, title, and interest in goods to be delivered hereunder shall pass to us upon delivery; and (b) all intellectual property created in the process of such services shall be deemed works for hire and shall be the exclusive property of Buyer. Seller agrees that Buyer shall have an irrevocable, fully paid, perpetual license in any intellectual property contained within or necessary for use of any Goods provided under this agreement. Seller agrees to execute any documents necessary to effect or evidence the Buyer's right, title and interest in such intellectual property. Seller shall bear all risk of loss until delivery, and shall procure sufficient insurance as it deems necessary to cover its risk.

7 PACKAGING

All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense. Packaging of deliverables shipped must be appropriate and environmentally-friendly, using suitable containers and means of transport and must comply with Buyer corresponding shipping and packaging requirements as well as any applicable legal requirements.

8 AMENDMENT AND MODIFICATION

No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is confirmed in writing by an authorized representative of Buyer. Buyer reserves the right to require any change to the Goods or Services to be provided hereunder, provided that such change does not affect the cost of performance by more than 50% of the Order value. In the event that Buyer requests such a change, Seller shall immediately undertake to inform Buyer of the anticipated cost and any schedule adjustment needed as a result of such modification. Thereafter, Buyer may, at its election, either (a) accept Seller's proposed amendments, (b) decline the proposed amendments, in which event the Seller shall proceed with the Order under its unaltered condition, or (c) require Seller to proceed with such modifications, and in such event Seller shall be entitled to an equitable adjustment of cost and schedule to be determined after the Goods are delivered and Services are complete.

9 INSPECTION AND REJECTION OF NONCONFORMING GOODS

The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within seven (7) days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the nonconforming or defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may at its election, repair such Goods or replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections at any time, including but not limited to after Seller has carried out its remedial actions. If Seller fails to timely remedy nonconforming or defective Services, Seller shall be liable for any resulting damage, including but not limited to any cost to Buyer of procuring replacement or remedial services from another vendor. Buyer's failure to identify any defect or deficiency in Seller's performance, or payment of Seller, shall not waive Buyer's right to claim such defect at any later date.

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10 PRICE

The price of the Goods is the price stated in the Order (the "Price"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs, duties, fees and applicable taxes, including, but not limited to, all VAT, sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

11 MOST FAVORED CUSTOMER

Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order for cause and without liability.

12 PAYMENT TERMS

Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Provided that Seller is in full compliance with the Order in all material respects, Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. Buyer may withhold payment from Seller at any time, and to the extent, that Buyer reasonably believes necessary due to any breach or threatened breach of this Order by Seller. No statutory interest or other penalty or charge shall apply to amounts withheld by Buyer in good faith. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Any tax applicable at the time of invoicing must be indicated separately in the invoice. Price increases require Buyer's written approval. The order date must be indicated in the invoice. The invoice is to be sent separately after shipping to the invoicing address indicated on the order form. Upon Buyer's request, Seller shall provide digital invoicing using PDF, EDI, API or any other invoicing solutions required by Buyer. Payments made within fourteen (14) days of the invoice date shall entitle Buyer to a 3% cash discount, provided that Buyer shall be entitled to an equitable extension of such period for any amounts not actually due at such time.

13 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 the Order or under any other order.

14 WARRANTIES

Seller warrants to Buyer that at delivery, Goods will be new and state of the art, and that for a period of twenty-four (24) months from the Delivery Date ("Warranty Period"), all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer, as well as all applicable legal requirements; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. In addition to the foregoing, Seller warrants to Buyer that all Services will be performed by individuals holding any licenses or certifications typically held by persons performing such services, and in any event as required by law and in a good and workmanlike manner in accordance with all legal requirements and in accordance with any recommendations of manufacturers providing any applicable equipment, and in a manner that will not void or otherwise impair any warranty. Seller warrants that it will promptly pay all subcontractors and suppliers, and that all Goods supplied hereunder shall be free of any liens, claims, or encumbrances, and that it shall keep the premises upon which any services are provided free and clear of mechanics liens resulting work or materials provided in furtherance of Seller's obligation. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, within five (5) days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer. If Seller fails to remedy such condition within such five (5) days, Buyer may at its sole election (x) require Seller to repair such defective condition; (y) require Seller to provide new substitute Goods to replace such defective or nonconforming Goods; or (z) correct such condition and charge Seller for the cost of doing so (including reasonable internal cost, if applicable). Buyer shall be entitled to immediately remedy any condition caused by Seller at Seller's cost in the event that such condition threatens personal injury, property damage, or where other exigent circumstances are present. In the event that any Goods or products resulting from Services are repaired or replaced during the Warranty Period the

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warranty shall be extended to enable Buyer to receive 24 months of uninterrupted use.

15 GENERAL INDEMNIFICATION

Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees] and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney 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 Seller's failure to strictly adhere to all requirements set forth in the Order, or due to any of Seller's (or its subcontractors' or suppliers' (at any tier)) negligent or otherwise wrongful acts or omissions with respect to the Goods or Services purchased from Seller. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

16 INTELLECTUAL PROPERTY INDEMNIFICATION

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 Goods or that the product of any Services provided by Seller infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

17 COMPLIANCE WITH LAW

Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. All Goods and Services provided under any Order shall comply with all applicable statutes, rules, orders, regulations, executive orders, or other legal requirements, and shall remain in such compliance throughout the warranty period set forth herein. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. In particular, the Seller undertakes for all substances, preparations and products (goods) delivered/supplied to us to comply with the provisions of regulation (EC) No. 1907/2006 of 18 December 2006 (REACH Regulation),

including any subsequent revisions, modifications, amendments and updates thereto, and the requirements and measures resulting from directive 2011/65/EU. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. In addition to the foregoing, Seller shall strictly comply with the Interroll Code of Conduct, which may be consulted under the link provided hereafter, or which may be sent to the Seller by Buyer upon request: <https://www.interroll.com/investor-relations/corporate-governance>.

18 TERMINATION

Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on five (5) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the 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, then the Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination. Seller's liability for breach of this agreement, and obligations to indemnify and defend Buyer shall survive any termination of the Order.

19 WAIVER

1. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20 CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of the Buyer, 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

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“confidential,” in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all originals and copies of documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

21 ASSIGNMENT

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the 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 the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

22 RELATIONSHIP OF THE PARTIE

The relationship between the parties is that of independent contractors. Nothing contained in the 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.

23 NO THIRD-PARTY BENEFICIARIES

This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24 RELATION TO PRIME CONTRACT, IF APPLICABLE

If and to the extent that any Order references that the Goods or Services to be provided by Seller are to be used in connection with Buyer's obligations to any specific third party, or references a particular project, Seller shall be bound to Buyer by all of the duties, obligations, terms, and conditions, by which Buyer is bound to its contract partner (the “Owner”) in the contract between those parties (the “Prime Contract”). In such event, Seller shall be entitled, upon written request, to receive a copy of the Prime Contract, provided that Buyer shall be entitled to redact

any confidential portions of same not relating to Seller's obligations. In the event of any conflict between the Order and the Prime Contract, the provision imposing the most stringent standard or burdensome obligation shall be deemed to apply.

25 GOVERNING LAW

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the Province of Ontario without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

26 SUBMISSION TO JURISDICTION

Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of Canada or the courts of the Province of Ontario in each case and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Notwithstanding anything to the contrary in any Order, in the event that Buyer is a party to any dispute resolution procedure (including but not limited to mediation, arbitration, litigation, appeal, regulatory hearing, or otherwise), Seller agrees, upon Buyer's written request to be joined as a party to such proceeding and to waive any provision of this Paragraph 24 required to facilitate such joinder.

27 REMEDIES

The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. In the event that Buyer incurs any legal expense to enforce any provision of the Order or these Terms and Conditions, Seller shall immediately reimburse Buyer for any and all cost or expense, including but not limited to attorneys' fees and costs, audit costs, document management or review fees, court or arbitration costs, or otherwise. Buyer shall not, under any circumstances, be liable to Seller under any legal theory for indirect, special, incidental, consequential or punitive damages, or any damages for loss of profits, revenue or business, or loss of opportunity or reputation, even if Buyer party has been advised of the possibility of such damages.

28 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 on the face of this Order or to such

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other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29 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 Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30 SURVIVAL

Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.