

1. **Terms and Acknowledgment.** The performance of all services (“**Services**”) and the sale of all products, components, equipment, systems, parts and/or other goods (“**Products**”) by the Comact legal entity (“**Seller**”) identified in the applicable proposal or quotation (the “**Proposal**”) to the customer identified in the Proposal (“**Purchaser**”) and together with the Seller, the “**parties**”) shall be governed by and subject to these terms and conditions. These terms and conditions will be deemed to be incorporated into and form part of the Proposal and any related purchase order or similar document (the “**Order**”) and, collectively with these terms and conditions and the Proposal, “**Agreement**”) entered into between the Seller and Purchaser. In the event of any conflict or inconsistency between the Order, the Proposal and these terms and conditions, the order of precedence shall be as follows: (I) the Proposal, (ii) these terms and conditions, and (iii) the Order. Purchaser specifically agrees and acknowledges that these terms and conditions apply and supersede any of Purchaser’s standard terms and conditions whether set out in the Order or otherwise.

2. **Prices and Taxes.** The prices for the Products and/or Services are as set out in the Proposal and are subject to adjustment in accordance with the Agreement. If the prices are not specified in the Proposal, the Seller’s standard rates in effect at the time the Services and/or Products are provided shall apply. Prices do not cover storing, installing, starting up or maintaining Products, unless expressly stated in the Proposal. Seller’s prices do not include any applicable tax, assessment, duty, tariff or other charge, including any interest, penalties or other additions that may become payable in respect of such taxes, assessments, duties, tariffs or other charges, which may be levied by any governmental authority upon purchase, import, delivery, consumption or use of Products or Services (the “**Taxes**”). If applicable, such Taxes will be added to the price quoted and appear as a separate line item on Seller’s invoice. Any Taxes, whether imposed prior or subsequent to delivery to Purchaser, shall be the responsibility of Purchaser. Purchaser may provide to Seller a valid reseller certificate or other exemption for such Taxes in the State or Province, as applicable, in which Products are delivered to Purchaser. Seller may pay any Taxes directly to the appropriate governmental authority, in which case Purchaser will reimburse Seller for the amount of the Taxes paid by Seller.

3. **Terms of Payment.** Unless otherwise specified by Seller, Purchaser agrees to pay all invoiced amounts on receipt of the Seller’s invoice, subject to approval of Seller’s credit department. If Seller and Purchaser have agreed to a milestone payment schedule, the payment specified in the milestone payment schedule shall be payable on the dates that each milestone is achieved. All invoice amounts are payable in the currency set forth in the Agreement. If any payment remains outstanding for more than thirty (30) days, Seller may charge interest on overdue payments, accruing from the day on which the amount became payable, calculated at the rate of 1.5% per month compounded monthly (19.5618%) per annum, until full payment is received.

4. **Security.** To secure Purchaser’s payment obligations, Purchaser hereby grants to Seller a continuing security interest in Products until Seller receives full payment and agrees that Seller has the right to register, file and record any financing statements, security agreements or other documents necessary to perfect and maintain Seller’s security interest in Products under applicable laws. Purchaser shall cooperate fully with Seller in executing such documents and taking any

additional actions reasonably required to effectuate and maintain the security interest and its perfection. In the event of payment default by Purchaser, Seller shall have all rights and remedies of a secured party under applicable law. This Section shall survive the termination or expiration of this Agreement until all payment obligations of Purchaser have been fully satisfied.

5. **Delivery.** (a) All shipping dates for Products and performance dates for Services to be provided by Seller are approximate only and are based on Seller having received from Purchaser all information required by Seller to provide Products and/or Services. Purchaser agrees to accept shipment when Products are ready to ship or storage charges may apply. (b) All Products shall be delivered to Purchaser at the location and in the manner indicated in the Agreement or, if no location is indicated, EX WORKS at the point of the manufacture of Products. (c) Any (a) increase in shipping costs that become effective after the applicable Agreement has been entered into; (ii) extra costs incurred in using an alternate method of delivery than that stated under the Agreement; or (iii) additional shipping costs that result from a request made by Purchaser for any change to the Agreement after the Agreement has been entered into, shall in each instance be the responsibility of Purchaser.

6. **Transfer of Title and Risk.** Transfer of risk of loss or damage to Products shall be governed by the applicable Incoterm agreed to by the parties for delivery of Products and, if no Incoterm is specified, all risk of loss or damage to Products while in transit shall be borne by Purchaser. Title to Products shall pass to Purchaser on Purchaser paying in full for Products or on Products being delivered to Purchaser, whichever occurs later.

#### 7. **Warranty.**

7.1. **Warranties:** Unless specified by Seller, Seller warrants its Products and/or Services as follows: (a) Seller will, at its option, repair or replace any defects in materials or workmanship in (a) any new Products, which appear within twelve (12) months from the date of shipment of such Products (b) Any consumables supplied by Seller are warranted against defects in materials or workmanship for a period of the earlier of ninety (90) days from the date of shipment or first use. (c) Products manufactured by any third party provided by Seller to Purchaser shall be subject to the manufacturer’s standard warranty. Seller’s only obligation is to make a reasonable commercial effort to assist Purchaser in making a warranty claim as against the manufacturer’s standard warranty. Notwithstanding anything to the contrary, Seller shall have no liability for correcting any defect in the materials and workmanship in such Products. (d) Any Services performed by Seller, including component integration, device configuration and the repair of Products are warranted against defects in workmanship for a period of thirty (30) days from the date of performance. (e) Where Services are performed in respect of any non-Seller equipment or machinery, Seller will endeavor to assist Purchaser in repairing or improving Purchaser’s equipment on “best efforts” basis and the result is not guaranteed or warranted.

7.2. **Warranty Limitations and Exclusions:** (a) Seller does not warrant the performance of any Products and/or Services provided by it to the extent that the actual operating or other conditions differ from the specifications, information, representation of operating conditions or other data supplied by Purchaser for the purpose of

the selection or design of Products and/or Services; (b) This limited warranty shall not apply to any repair or replacement of Products caused by abuse, accidental damage, misuse, improper installation, use of unauthorized parts, unsuitable power sources or environmental conditions, improper application, corrosion or inadequate or improper preventative maintenance of Products; (c) All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Purchaser unless accepted in writing by Seller; (d) **WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE. SELLER'S LIABILITY FOR WARRANTY RELATED CLAIMS SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS OR SERVICES TRIGGERING SUCH CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THERE ARE NO OTHER REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, HIDDEN OR LATENT DEFECTS OR ANY OTHER MATTER WITH RESPECT TO PRODUCTS OR SERVICES, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES OR CONDITIONS.**

**8. Limitation of Remedy and Liability.** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF PURCHASER SET FORTH HEREIN ARE EXCLUSIVE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ANY OTHER RELATED DOCUMENTS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), (A) IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PRICE TO PURCHASER OF THE SPECIFIC PRODUCTS AND/OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND (B) IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF USE, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**9. Intellectual Property and Licence.** Notwithstanding anything to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective intellectual property rights. Except as otherwise provided herein, Purchaser is hereby granted a non-exclusive, royalty free license to use such intellectual property rights incorporated into Products only in conjunction with such Products and only at site where Products are first used. Purchaser's use of certain firmware and software is subject to OPER8™ End User Licence Agreement and Terms of Service located at <https://www.comact.com/wp-content/uploads/2024/07/Bid-Group-Oper8-EULA-March-2024.pdf> and may also be subject to third party owner's applicable license terms. Purchaser expressly agrees not to, and not allow, permit or facilitate others to, copy, reverse engineer or duplicate Products, in whole or in part, for any reason.

**10. Exports and Imports.** Purchaser acknowledges and warrants that it (a) will adhere to and comply with all applicable domestic and foreign export control laws, sanctions, trade embargoes, regulations orders and requirements, and (b) will not, directly or indirectly through a third party, apply, sell, export, re-export, divert or otherwise transfer Products in support of a prohibited end-use. Purchaser

represents that neither Purchaser nor any person or entity known to Purchaser to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any restricted parties lists of any country having jurisdiction over Purchaser or the transaction involving Products.

**11. Indemnity.** Each party ("Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates and their respective directors, officers, employees, representatives and agents from and against any and all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or resulting from (a) where Seller is the Indemnifying Party, any property damage, bodily injury or death related to Products, to the extent caused by Seller's negligence or willful misconduct prior to delivery of such Products to Purchaser, and (b) where Purchaser is the Indemnifying Party, any property damage, bodily injury or death related to Products after the delivery of such Products to Purchaser. Control and liability for Products shall transfer from Seller to Purchaser upon delivery. This Section shall survive the termination of the Agreement.

**12. Force Majeure.** Seller shall be excused from performance of any term or condition of this sale of Products or the provision of Services when and to the extent that the performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, wars, riots, fire, labour unrest, inability to obtain materials or components, explosions, accidents, pandemics, endemics, governmental requests, laws, regulations, orders, actions or interruption of computer or telecommunication systems.

**13. Confidentiality.** The Receiving Party agrees to hold Confidential Information of the Disclosing Party in confidence and to use Confidential Information solely related to the supply of Products or performance of Services in accordance with the Agreement. Where, "**Confidential Information**" means all technical, business, pricing, financial and other information of a confidential nature of, or related to, one party ("**Disclosing Party**") that is disclosed or made available to, or accessed by, the other party or its representatives ("**Receiving Party**"), directly or indirectly, through any means of communication. Confidential Information does not include information which, through no fault of the Disclosing Party, was: (a) in the public domain, (b) known to the Receiving Party prior to being made available by the Disclosing Party; or (c) independently developed by or for the Receiving Party without reliance on and access to the Confidential Information.

**14. Termination.** (a) Purchaser may only terminate its purchase of any and all of Products and/or Services on advance written notice to Seller in the event that Seller is in material default of its obligations under the Agreement, subject to Seller having a reasonable opportunity to cure such default and provided that Purchaser pays Seller for all Products shipped and Services performed up to the date of termination which are not related to such default and any and all losses, dismantling, cancellation, restocking charges and any other costs or expenses arising from such termination which are not related to such default. (b) Seller shall have the right, in addition to any other remedy, to either terminate its agreement to sell Products or provide Services or suspend further deliveries of Products or provision of Services to Purchaser in the event Purchaser fails to make any payment required to be made to Seller when due.

**15. Site Services.** When Seller performs Services at Purchaser's site, Purchaser shall ensure a safe working environment, compliance with all applicable health, safety and hazard prevention laws, and provide necessary site access, utilities and equipment as required. Unless otherwise specified in the Agreement, Purchaser is solely responsible for fire safety, site-specific permits and additional personal protective equipment (PPE) beyond standard safety gear provided by Seller's employees. Seller will comply with Purchaser's reasonable written site safety measures made available to Seller in advance. If safety concerns arise, Seller's employees may stop work until issues are resolved.

## **16. Disputes.**

16.1. Differences between the parties as to the interpretation, application or administration of the Contract, or any failure to agree where agreement between the parties is called for, herein collectively called "disputes", which are not resolved in the first instance by agreement between the parties, within sixty (60) days or such longer period as the parties may agree upon, then such dispute shall be finally settled by mandatory arbitration administered by (a) Canadian Commercial Arbitration Centre (CCAC) under its rules and taking place in Quebec City, Quebec, if the Agreement is governed by the laws of Quebec, or (b) the American Arbitration Association under its Commercial Arbitration Rules and taking place in Charleston, South Carolina, if the Agreement is governed by the laws of the State of South Carolina. The arbitration award shall be final and binding upon the parties.

16.2. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to maintain the confidentiality of the arbitration proceedings except as required by law or necessary for the implementation of any final settlement agreement or arbitration award. No rule of strict construction shall apply to the interpretation of these terms and conditions.

16.3. For any legal action or proceeding related to the Agreement that are not subject to arbitration or are incidental to the arbitration process, the parties hereby submit, and irrevocably attorn, to the (a) the courts of Quebec, if the Agreement is governed by the laws of Quebec; or (b) a federal courts of South Carolina, if the Agreement is governed by the laws of the State of South Carolina. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

## **17. General Provisions.**

17.1. (a) Purchaser shall not assign its rights or obligations under the Agreement without Seller's prior written consent; (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement and it supersedes any previous agreements related to purchase of Products or Services; (c) No action, regardless of form, arising out of transactions

under the Agreement, may be brought by either party more than two years after the cause of action arose; (d) If any of the provisions of the Agreement are found to be illegal or unenforceable, they are to that extent only deemed to be omitted and remaining provisions of the Agreement shall remain in full force and effect and may be enforced nonetheless to protect and reflect the original intent of the parties; (e) Any modification of the Agreement must be in writing and signed by duly authorized representative of Seller; (f) The Agreement does not create any partnership, agency or further relationship between the parties; (g) Without giving effect to the applicable jurisdictions' choice or conflict of law provision or rule, the Agreement is exclusively governed by, and construed and interpreted in accordance with, the laws of (i) the Province of Quebec and the laws of Canada applicable in that Province, if Seller is Canadian entity, or (ii) the State of South Carolina, if Seller is a U.S. entity. *United Nations Convention on Contracts for the International Sale of Goods* does not apply to the Agreement.