

1. **Terms.** Except where a written master agreement between the parties governs, these terms and conditions are incorporated into and form part of the purchase order (“**PO**” and, together with these terms and conditions, “**Contract**”) between the buyer legal entity (“**Buyer**”) and the seller legal entity (“**Seller**”) specified in the PO. If applicable, the Contract incorporates any relevant technical portions of Seller’s quotation or proposal (the “**Specifications**”).

2. **Purchase and Sale.** Seller will sell to Buyer the goods (“**Goods**”) and services (“**Services**”) set out in the PO. To the extent necessary or inferable to get the benefit of such Goods and Services, these include: (a) all products, materials, equipment, supplies, systems, tools and, if applicable, drawings, data, manuals and documentation, and (b) all services, including if applicable design, delivery, installation, inspection and testing.

3. **PO Acceptance and Precedence.** Seller is deemed to accept the Contract by acknowledging the PO or commencing performance. Seller agrees that all parts of any Seller’s documents, other than the Specifications, are excluded and are of no effect unless the PO expressly states otherwise. In the event of any conflict or inconsistency, order of precedence is: (i) the PO, (ii) these terms and conditions, and (iii) the Specifications.

4. **Price; Payment Terms; Taxes.**

4.1. Buyer will pay Seller the purchase price set out in the PO (the “**Price**”) within the payment period specified in the PO or, if none is specified, within 45 days after receipt of a valid invoice with all supporting documentation. Payment is subject to adjustment for over-shipment, shortage or rejection. The Price will be in the currency set out in the PO.

4.2. Unless otherwise specified in the PO, all Prices are inclusive of all taxes, fees, duties or charges imposed by any governmental authority. Seller’s invoices shall separately itemize any applicable taxes or charges. If Seller receives any tax refund related to amounts paid by Buyer, Seller will immediately reimburse Buyer for that refund. Buyer will be entitled to deduct any taxes, duties, fees, levies or charges it is required to withhold by law.

4.3. Buyer may set off any amounts Seller owes Buyer under the Contract or any other agreement against amounts Buyer owes Seller. Buyer may withhold all or part of any payment to the extent reasonably necessary to protect itself, including for any breach or claim under the Contract.

5. **Changes.** No revisions to the Contract are valid unless in writing and signed by an authorized representative of Buyer. Buyer may at any time, by written change order, request to make changes to the PO. If any such change affects Price and/or schedule, Seller must notify Buyer in

writing within 7 days and parties will agree to an equitable adjustment. Seller shall perform under the PO as modified.

6. **Delivery and Performance.** Time is of the essence. Delivery will be made as set out in the PO, or if none are specified, Delivery Duty Paid (DDP, Incoterms® 2020). Seller will deliver Goods and perform Services by the dates specified in the PO or, if none are specified, within a reasonable time. Seller will provide status reports to Buyer on request. If Buyer determines that delivery or performance will not meet the required schedule, Buyer may require Seller to expedite the work at Seller’s sole cost.

7. **Packing, Marking and Shipping.** Unless specified in the PO, Price includes packing, crating and loading charges. Seller will pack, mark and ship the Goods in accordance with Buyer’s instructions, carrier requirements and applicable laws. If instructed by Buyer, Seller will use methods that minimize transportation costs. All shipments must include documentation clearly identifying the contents, quantities and lot numbers (if applicable) and allow identification of contents without opening. Seller will promptly notify Buyer of each shipment and details or be liable for any resulting demurrage charges. Where Buyer is not responsible for shipping, Seller will obtain appropriate carrier insurance and is liable for damage resulting from non-compliance with the Contract, and all costs and damages Buyer incurs due to improper packing, marking or routing.

8. **Title, Encumbrances and Risk of Loss.** Seller warrants good and marketable title to the Goods, free of all liens and encumbrances. Seller bears risk of loss until Goods are delivered to and accepted by Buyer. Title to Goods transfers to Buyer on earlier of payment and delivery.

9. **Inspection, Acceptance and Rejection.** Buyer may inspect and test the Goods and Services at any time and Seller will provide reasonable access for such inspections. Buyer may reject any non-compliant or unsatisfactory Goods and Services and, in its sole discretion, (a) require Seller to promptly replace or correct such Goods or Services at no additional cost; or (b) terminate the Contract in whole or in part and pay only for accepted Goods and Services. Inspection, acceptance or payment by Buyer do not release Seller from any other obligations under the Contract, nor limit any of Buyer’s rights. Seller bears all costs to return rejected items and deliver replacements. If Seller cannot replace or correct promptly as required, Buyer may require delivery or performance at an equitably reduced Price.

10. **Warranties.**

10.1. Seller warrants that the Goods, Work Product and Services will: (a) comply with all Specifications, drawings and any other descriptions furnished, adopted or approved

by Buyer; (b) conform to any samples provided to Buyer; (c) be free from all defects and faults in design, manufacture, workmanship and materials; (d) be new, unless otherwise specified in the PO; (e) be of merchantable quality and fit and safe for use consistent with the particular intended purpose; (f) be at least equal to nationally recognized standards or codes; (g) not infringe upon, violate or misappropriate the intellectual property rights of any person; and (h) comply with all applicable laws. Seller will assign to Buyer, or end user if requested, the benefit of all third-party warranties and will ensure that such warranties are assignable without consent. Any such assignment of warranties will not relieve Seller of any of its obligations under the Contract.

10.2. If any Goods, Work Product or Services fail to conform to the warranties or develop defects under normal operation per Seller's instructions, Buyer may notify Seller within a reasonable time and Seller will promptly repair, correct, replace or reperform such items at Seller's cost, without limiting any other remedies available to Buyer. These warranties are independent of and in addition to any specific warranties or guarantees offered by Seller and all statutory warranties. Nothing in the Contract limits or excludes any such warranties. Seller's warranties extend to Buyer and, if applicable, end user. Seller's liability will extend to all reasonable damages caused by Seller's breach of warranties, and Seller agrees to indemnify, defend and save harmless the Indemnitees from any Losses arising from Seller's breach of warranties.

11. **Compliance with Applicable Laws.** Seller will, and will require Seller's Representatives to, comply with all applicable laws and regulations. Seller will, at its own cost, obtain and comply with all required permits, licences, certificates and approvals. Seller represents and warrants that neither it nor its suppliers use child labor, forced labor or human trafficking in their operations. Seller has implemented and will maintain effective processes to ensure ongoing compliance, including supply chain due diligence, and will take all necessary corrective action if violations are discovered. Buyer may audit Seller's compliance upon reasonable notice.

12. **Buyer Property.** All supplies, materials, facilities, tools, fixtures or equipment furnished to Seller by Buyer shall remain the property of Buyer and must be (a) properly stored and maintained at Seller's risk, (b) marked as property of Buyer; (c) kept separate from Seller's and third-party property, (d) kept at agreed premises unless Buyer consents in writing to removal, and (e) returned to Buyer immediately upon request. Seller is strictly liable for any loss or damage to Buyer property and for its safe return.

13. **Liens.** Seller acquires no rights or interest in Buyer's or end user's personal or real property and will not permit, directly or indirectly, any liens to attach to such

property. Seller will remove any liens filed by anyone engaged by or through Seller within 5 business days of notice from Buyer. If Seller fails to remove a lien, Buyer may: (a) pay the lien amount into court (including security for costs), or (b) settle and pay the lien claimant directly. Buyer may deduct all such payments and associated costs from amounts due to Seller or, if amounts due are insufficient, Seller will immediately reimburse Buyer upon demand.

14. **Performance of Services.** Seller will perform all Services in accordance with the Contract and Buyer's written instructions. Seller is solely responsible for ensuring that all of its and its affiliates' personnel, including employees, agents, consultants and subcontractors (the "**Seller's Representatives**") who perform the Services, are competent, properly qualified and comply with the Contract. Seller's Representatives that require licensing or certification by law must be properly credentialed. Buyer may require Seller to replace any Seller's Representative if Buyer reasonably objects to their performance, qualifications or suitability. Seller is liable for all acts and omissions of Seller's Representatives. Seller will: (a) be responsible for the safety of all Seller's Representatives and ensure only authorized personnel attend on site; (b) comply with and cause Seller's Representatives to comply with all of Buyer's rules, policies, plans, procedures, standards, directions, health and safety programs and environmental management systems (including drug and alcohol abuse); and (c) promptly report all injuries, accidents or property damage to Buyer.

15. **Suspension; Termination.**

15.1. Buyer may, by written notice to Seller, postpone or suspend delivery of Goods and/or performance of Services. Seller will be entitled to payment for Goods delivered and Services performed prior to receiving such notice.

15.2. The Contract may be terminated by written mutual consent of the parties. Unless otherwise agreed to by the parties in writing, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

15.3. Buyer may terminate all or part of the Contract at any time by written notice to Seller stating the extent and effective date of such termination. Upon receipt, Seller will, as directed by Buyer, stop work, stop placing orders, terminate existing orders, and protect Buyer's property in Seller's possession. Buyer will pay Seller, up to the Price, for (a) standard manufactured items delivered to Buyer or Services performed before Seller received the termination notice, or (b) reasonable direct costs incurred before Seller receives the notice.

15.4. Buyer may immediately terminate the Contract, in whole or in part, without liability if (a) Seller's Representatives cause or threaten labour unrest at Buyer's or end user's premises; (b) Seller breaches the Contract; or (c) Seller becomes insolvent, has a receiver appointed or seeks bankruptcy protection.

15.5. Any rights and remedies of Buyer specified in the Contract are in addition to, and not in substitution for, or in any manner limiting, the rights and remedies of Buyer available at law or in equity. Provisions of the Contract that are intended to survive termination, including indemnities, confidentiality and warranties, will survive termination and continue as valid and enforceable obligations.

16. **Insurance; Workers' Compensation.**

16.1. Seller will obtain and maintain the insurance specified in the PO or, if none is specified, the following minimum coverage: (a) comprehensive general liability insurance of at least \$5,000,000 per occurrence, (b) business automobile liability insurance of at least \$1,000,000 per accident (covering bodily injury, death, property damage and loss of use), (c) employers' liability insurance of at least \$1,000,000 per accident or disease, and (d) if applicable, professional liability insurance of at least \$2,000,000 per claim, (the "**Insurance**"). Seller will, and will require Seller's Representatives to, be registered and in good standing under all applicable workers' compensation laws and that all related payments are paid when due. Seller will provide evidence of such compliance to Buyer on request.

16.2. The Insurance must: (a) be from an insurer reasonably acceptable to Buyer, (b) require insurer to provide Buyer with prior written notice of change, cancellation or nonrenewal, (c) be primary and non-contributory to any insurance held by Buyer, (d) name Buyer and, if requested, end user, including all successors and permitted assigns, as additional insureds, and (e) include waiver of subrogation against Buyer and, if applicable, end user. Seller must provide Buyer with certificate of insurance on request. Seller will ensure all subcontractors obtain substantively similar Insurance. This section does not waive, restrict or limit either party's liabilities or obligations under the Contract.

17. **Indemnities.** Seller will defend, indemnify and hold harmless Buyer, its affiliates and their directors, officers, employees, agents and representatives ("**Indemnitees**") from any liability, loss, damage, claim, demand, action, proceeding, cost or expense, including legal fees, (collectively, "**Losses**") related to: (a) Seller's breach of the Contract or applicable laws; (b) bodily injury, death or property damage in connection with the Goods or Services, (c) allegation of infringement of any patent, copyright, or other intellectual property right related to the Goods or Services, or (d) negligence or wilful misconduct

of Seller, to the extent that such Losses were not a result of gross negligence or wilful misconduct of Buyer.

18. **Confidentiality.** Any information in any form relating to operations, processes, products, techniques, procedures, business, strategies, pricing, personnel, customers or suppliers of Buyer (including its affiliates) is collectively "**CI**", excluding information that: (a) is or becomes publicly available through no breach by Seller; (b) is rightfully received from a third party not bound by confidentiality obligations; or (c) was known to Seller on a non-confidential basis prior to Buyer's disclosure. Seller will maintain all CI in strict confidence, protect it against unauthorized use, disclosure and duplication, and not disclose it to third parties without Buyer's prior written consent. Seller may disclose CI only to Seller's Representatives with a need-to-know it that are bound by equivalent confidentiality obligations. Seller is liable for any breach by Seller's Representatives. All CI remains property of Buyer or any applicable third party; no ownership rights in CI are transferred to Seller. If legally required to disclose any CI, Seller will promptly notify Buyer in writing and cooperate to obtain protective relief. Seller will return all CI upon Contract termination or Buyer's request.

19. **Work Product; License.**

19.1. Seller agrees that Buyer will have exclusive ownership of (a) all deliverables, including any plans, models, designs, reports, specifications, manuals, drawings or other documents, or any concepts, products or processes prepared or produced by Subcontractor, and (b) all patents, copyrights, trademarks, ideas, discoveries, inventions, formula, algorithms, techniques, processes, know-how, trade secrets and other intellectual property ("**IP**"), including all expressions of such IP in tangible form, that are developed or created as part of the Work ("**Work Product**"), but excluding any pre-existing IP rights of the Seller ("**Seller IP**"). Seller will execute all instruments and take all actions reasonably necessary to assist Buyer in prosecuting, registering, perfecting or enforcing Buyer's rights in any Work Product.

19.2. To the extent that Work Product, Goods or Services use or incorporate any Seller IP or third-party IP, Seller will obtain written agreements from such third parties granting to Buyer and, if applicable, the end user an irrevocable, perpetual, fully paid, sublicensable, and non-exclusive license to use any of such IP for purposes of using, constructing, repairing, replacing, completing, operating and maintaining, modifying and adding to the project and using such intellectual property as part of the normal operation and maintenance of the Goods and/or Services.

20. **Project Specific Terms (if applicable).** The following additional terms will apply if Services are

performed on site or Goods are specifically designed for, or are integral to, a capital project executed by Buyer:

20.1. Payment. (a) Notwithstanding Sections 4.1 and 15.1, Buyer's receipt of payment from the owner of the project (the "Owner") is a condition precedent to Buyer's obligation to pay Seller. Buyer will use commercially reasonable efforts to collect payment from Owner. If Owner withholds payment due to Seller's performance issues, Buyer has no obligation to pay the disputed amounts until such issues are resolved. (b) By submitting each invoice, Seller represents that: (i) it has paid all bills for labor, materials, equipment and services furnished to the project through the date of the previous invoice, other than amounts disputed by Seller in good faith, and (ii) the Goods and/or Services represented in the current invoice were properly performed, are free of known defects and are complete as indicated. (c) If requested by Buyer, Seller will provide with each invoice: (i) a witnessed lien release from Seller in form acceptable to Buyer, and (ii) witnessed lien releases from any subcontractors, sub-subcontractors or material providers whose work is included in the invoice and whose contract exceeds \$1,000,000.

20.2. Bonds. If Buyer or Owner requires a payment and performance bond or supply bond, Seller will deliver it within ten (10) days after request. All bonds must be from a surety acceptable to Buyer.

20.3. Change Directives. Notwithstanding Section 5, if Buyer or the Owner requires change to proceed prior to the parties reaching agreement on Price or schedule adjustment, Buyer will issue a change directive and Seller shall proceed promptly with such change. The adjustment to price for such change will be on the basis of actual, reasonable and document costs and credited savings, as recorded in a change order. Seller shall keep and present, in acceptable form to Buyer, an itemized and substantiated accounting of costs and savings. Pending determination of the final amount of a change directive, the undisputed value of the work performed is eligible to be included in payment applications.

20.4. Inspection. If Owner withholds payment to Buyer in connection with non-conformance of or other defect in the Goods or Services identified under Section 9, payments by Buyer to Seller shall be withheld until a settlement or other resolution of the issue between Owner and Buyer is reached, irrespective of whether final acceptance has been completed.

20.5. Drawings and Approvals. Seller will submit all required shop drawings and samples to Buyer for approval, deemed approved only upon Buyer's written notice. Upon request, Seller will provide certified drawings and specifications for incorporation into Buyer's project documents. Seller will comply with Buyer's reasonable

requests to submit, review or revise any drawings or deliverables. Buyer's review does not relieve Seller of responsibility for compliance with all Buyer's specifications, and all applicable laws, codes and regulations.

20.6. Environmental Compliance. Seller and Seller's Representatives will comply with all environmental laws and Buyer's and Owner's environmental programs. Seller assumes all environmental liabilities arising from any violation, including remediation costs and cleanup of any Pollutant (defined as any contaminant, pollutant, waste, hazardous material, dangerous good, toxic substance or similar material under environmental law). Seller will immediately report to Buyer any government inspections or investigations regarding environmental compliance. Seller will not bring, store or use on site any Pollutant without Buyer's prior written consent, or any material or equipment likely to cause facility damage, generate Pollutants or harm health or safety. Any Pollutants used on site with Buyer's consent must be handled in accordance with all applicable laws and good industry practice, properly labeled and securely stored, supervised appropriately, and used only by trained and competent personnel. Seller will not cause or allow any unlawful release of Pollutants.

20.7. Records and Audit. Seller will maintain accurate books, records and documentation related to pricing, quantities, performance and changes (excluding fixed-price, unit-price or lump-sum amounts) and properly track all direct and indirect costs. Buyer may inspect, audit and copy all such records, including subcontractor documentation to verify quantities, evaluate adjustments, changes or additional compensation claims, assess termination charges, or evaluate delay or breach claims. Seller will retain all records for 7 years after final payment or until final resolution of any Contract claim, whichever is later. Buyer will keep all non-public information obtained during audits confidential.

21. **General:** (a) Notice. All notices must be in writing and delivered by hand, e-mail or prepaid courier to the address set out in the Contract or updated by notice to the other party. Notice is deemed to be received on the date of actual delivery if by hand or courier and upon sending if by email with delivery receipt or confirmation. (b) Headings. Headings in these terms and conditions are for convenience only, are not a part of the terms and conditions and do not affect its interpretation. (c) Waiver. Any waiver or exception of any of the terms and conditions of the Contract by Buyer must be made in writing to be valid and any waiver by Buyer of any term or provision of the Contract will not prevent a subsequent enforcement of such term or any other term herein. (d) Independent Contractor. Seller and Seller's Representatives are independent contractors, not employees, agents, joint venturers, or partners of Buyer or its affiliates.

Neither party will represent itself as having any such relationship with the other. Seller retains full control over the manner and methods of performing its obligations and will perform in its own name, not as Buyer's agent. The Contract creates no exclusivity. (e) Entire Agreement; Amendments. The Contract constitutes the entire agreement between the parties relating to the purchase and sale of Goods and/or Services. No provision of the Contract may be amended, modified, waived or changed, unless made in writing and signed by the parties. Seller will not, without prior written consent of Buyer, add or change any subsupplier, subcontractor or place of origin. (f) Enurement; Assignment. The Contract will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors. Seller may not assign, transfer or subcontract any rights or obligations under the Contract without Buyer's prior written consent. Any approved assignee must agree in writing to be bound by all Contract terms. Buyer may freely assign its rights or obligations to any affiliate without Seller's consent. (g) Severability. If any Contract term is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or that part of the term, and the remaining part and all other terms of the Contract will continue in full force and effect. (h) Governing Law. Without regard to conflicts of law principles, the Contract is governed by: (i) the laws of the State of South Carolina if the Buyer entity is located in the United States or the delivery location or project site is in the United States, or (i) the laws of the Province of Quebec if the Buyer entity is located in Canada or the delivery location or project site is in Canada. The United Nations Convention on Contracts for the International Sale of Goods does not apply. FOR SOUTH CAROLINA LAW, THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN SOUTH CAROLINA AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO JURY TRIAL. FOR QUEBEC LAW, THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN MONTREAL, QUEBEC.