

Unless superseded by a separate agreement executed between the parties, these terms and conditions contained herein, any files linked herewith, and any other attachments to this Purchase Order or other designation (collectively the "Contract") constitute the complete and exclusive agreement between Hypertec Group, Inc. and Hypertec Infrastructures, Inc., on behalf of itself and its subsidiaries and affiliates, ("Buyer") and the supplier identified on the face of this Contract ("Supplier").

**1. SCOPE / INTERPRETATION.** This Contract is issued by Buyer for the purchase of Goods from Supplier. "Goods" means all required labor, articles, materials, supplies, goods, components, services or other deliverables constituting the subject matter of this Contract. This Contract is deemed accepted when Supplier returns any written acknowledgment of this Contract or begins performing, whichever is earlier. Buyer rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. In the event there is an irreconcilable conflict within the Contract documents, the following order of precedence applies: (i) these terms of purchase; then (ii) the face of the Purchase Order and any supplemental terms included or incorporated by reference; and finally (iii) other Contract documents agreed to in writing by the parties. No change to or modification of this Contract will be binding unless in a writing signed by Buyer's authorized representative.

**2. PRICE.** Except as otherwise provided in this Contract, the price includes all applicable national, provincial, federal, state and local taxes. When applicable, Buyer will issue a valid sales/use tax exemption or resale certificate to Supplier.

**3. PACKING AND SHIPMENT.** No charge will be allowed for packing, crating, cartage or storage unless otherwise designated in this Contract. Supplier shall mark, pack, package, crate, transport, ship and store all Goods in accordance with prudent industry practice, and to ensure compliance with any special instructions of Buyer. Goods shall be suitably packed to: (i) preserve their integrity; (ii) secure the lowest transportation costs; and (iii) conform to the requirements of common carriers and any applicable specification. Upon Buyer's request, Supplier shall provide a Certificate of Compliance with supporting documentation certifying that all packaging and packaging components sold to Buyer comply with the requirements of the toxics in packaging law(s) in the states that have implemented such laws. Shipment shall be made in accordance with Buyer's routing or other instructions on the face of the Purchase Order. Supplier shall place the Purchase Order number on the outside of each shipment hereunder and on all documents relating to such shipment. Supplier shall be liable for any increase in transportation charges resulting from Supplier's failure to utilize the specified method of shipment or carrier.

**4. PAYMENT.** Unless otherwise agreed to in writing by the parties, invoices shall be paid forty-five (45) days

end-of-month from the later of the date on which Buyer receives: (i) a correct invoice that contains the Purchase Order number, item number, description, quantity, unit price, and extended totals at a minimum; or (ii) the Goods described in such invoice. Payment shall be deemed made (for the purpose of earning any discount offered by Supplier or otherwise) on the date Buyer's check is mailed to Supplier. Payment of the invoice shall not constitute acceptance of the Goods and shall be subject to an appropriate adjustment for failure of Supplier to meet the requirements of this Contract. Buyer will not be liable for Supplier's net income, capital, net worth or similar taxes. Any applicable taxes shall be separately stated on the face of the Purchase Order and separately invoiced. Supplier agrees that Buyer shall have the right to set-off any amount which may become payable by Buyer to Supplier under this Contract, or otherwise, against any amounts which Supplier may owe Buyer.

**5. INSPECTION AND CONTROL.** Buyer reserves the right to inspect all Goods prior to shipment by Supplier. Supplier shall permit employees or representatives of Buyer and/or Buyer's customer to have access to Supplier's facilities at all reasonable hours. At the time of inspection, Supplier shall make available to such representatives copies of all drawings, specifications and other technical data applicable to the Goods ordered. The Supplier will provide any evidence requested by the Buyer related to its suppliers or vendors. All Goods shall nevertheless be received subject to final inspection and approval by Buyer after delivery at destination. Buyer may perform

inspection(s) on a statistical sampling basis. If the number of defects in the selected sample exceeds the allowable defects, the entire lot of Goods will be rejected. The rejected lot of Goods may be 100% inspected, at Buyer's option and Supplier's expense. Rejected Goods may be returned at Buyer's option for repair, refund, credit or replacement at Supplier's expense. Buyer's inspection or lack of inspection shall not affect any express or implied warranties, nor shall Buyer waive any rights to reject and return Goods which contain latent defects discovered in the testing of Buyer's products containing such Goods.

**6. DELIVERY AND RISK OF LOSS.** Unless otherwise agreed in the Purchase Order, Supplier shall ship all Goods to Buyer "DDP Buyer's Door Incoterms 2010". Time is of the essence. Supplier shall be responsible for all damages of any kind incurred or suffered by Buyer which were caused by a delay of Supplier in meeting delivery schedules. Supplier shall also be responsible for all premium logistics cost resulting from Supplier's inability to meet delivery schedules, including costs incurred in getting Goods to Buyer. Supplier agrees to notify Buyer immediately in the event it appears that Supplier may not meet the delivery schedule and shall set forth the reasons for the delay (actual or potential), the steps being taken to remedy the delay, and the schedule that Supplier believes it will be able to meet. Such notice shall not relieve Supplier of any responsibilities in this Contract. Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Supplier's expense. Delivery shall not be deemed complete until the Goods have

been actually received by Buyer at its facility. The risk of loss and damage in transit shall remain with Supplier and shall not pass to Buyer until received at Buyer's facility and in a condition in compliance with the terms of this Contract. The cost of all returned shipments shall be borne by Supplier. Unless otherwise agreed in writing, Supplier shall not make any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Supplier's own risk.

**7. CHANGES.** Buyer may at any time, by written direction, make changes in the drawings, specifications, material, processes, quantities, delivery schedules, method of shipment or packaging. Should any such change increase or reduce the cost of, or the time required for performance of, the Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule. Any Supplier requests or claims for an increase in the contract price or an extension in delivery schedule must be asserted in writing within ten (10) working days from the date of such written direction. Failure to agree upon an equitable adjustment shall not relieve Supplier from proceeding without delay in performance under this Contract, as changed.

**8. WARRANTY.** Supplier expressly warrants that all Goods shall: (i) conform to the specifications, drawings, or other descriptions referred to in this Contract; (ii) be free from defects in workmanship, material and design; (iii) perform as specified; (iv) be new and not contain used or reconditioned parts, unless otherwise

specified in the Purchase Order; (v) be merchantable; and (vi) be fit for their intended purpose. Supplier represents and warrants that its manufacturing processes, the Goods, and Buyer's purchase, sale or use of the Goods will not infringe any patent, copyright, trademark, trade secret, mask work or other intellectual property right; and (vii) the Goods are sold to Buyer free and clear of any liens, claims or encumbrances. These warranties shall: (i) continue for the longer of either the warranty period applicable to Buyer's sales to its customers of the Goods or of products which incorporate the Goods, or two (2) years after the Goods are accepted by Buyer, or such greater period as may be specified elsewhere in this Contract; (ii) extend to Buyer, Buyer's customers, and the users of Buyer's Goods; (iii) be in addition to and not in lieu of any other warranties specified herein or implied by or existing pursuant to Law; and (iv) survive inspection, delivery, acceptance and payment. Defective Goods may be returned to Supplier for repair, replacement or credit at Buyer's option and at Supplier's risk and expense, and Buyer shall be entitled to full compensation for any and all losses, damages, costs, attorney fees and expenses suffered or incurred by reason of Supplier's breach of any warranty. Repaired and replacement Goods shall be in "like new condition" and subject to the full original warranty.

**9. INDEMNITY.** Supplier shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Buyer (including its shareholders, directors, officers, employees, customers, contractors, agents and other

representatives) from and against any and all potential "Claims" (demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind) which Buyer may hereafter incur, become responsible for or pay out as a result of: (i) the Goods or any design, information technology or processes supplied and/or approved by Supplier; (ii) any infringement or misappropriation of the Goods regarding any patent, copyright, trademark, trade secret, maskwork or any actual or alleged violation of any intellectual property right; (iii) personal injury (including death), property damage, or contamination of or adverse effects on the environment (and any clean-up in connection therewith), where any of the foregoing is caused, in whole or in part, by the Goods, Supplier's breach of any term or provision of this Contract, or by any negligent or willful acts, errors or omissions by Supplier (including its employees, officers, subcontractors, agents, or representatives) in the performance of this Contract.

**9.1. REMEDIES.** Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval, which will not be unreasonably withheld. If the use by Buyer or its affiliates, subsidiaries, assigns or customers of any Goods furnished under the Purchase Order is enjoined ("Infringing Good"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Good. If Supplier is unable to do so, Supplier shall, at its own expense, either replace the Infringing

Good with a non-infringing Good or modify the Infringing Good so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Good, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Good and cancel any remaining portion of the Purchase Order. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided at Law or in equity which are available to Buyer.

**9.2. INSURANCE.** Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this Purchase Order. Such insurance shall apply and respond in all jurisdictions, and without limiting the foregoing, shall include general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this Purchase Order.

**10. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL BUYER BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS CONTRACT (INCLUDING ANY THEORY OF CONTRACT, TORT OR STRICT LIABILITY) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE OR PROFITS, ATTORNEY'S FEES, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF SUCH BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. CANCELLATION. (A) For Default.** Buyer may cancel this Contract for default, without any liability to Supplier, if Supplier becomes insolvent or involved in

bankruptcy, or fails to: (i) make any delivery as committed; (ii) comply with or make satisfactory progress towards any Contract requirements; or (iii) fails to provide adequate assurance of performance when requested. In such event of default, Buyer may procure replacement Goods on such terms as Buyer may deem appropriate, and Supplier shall be liable for excess re-procurement costs, in addition to any other remedies available at Law or in equity. **(B) For Convenience.** Buyer shall have the right to cancel this Contract, in whole or in part, without cause, upon notice in writing to Supplier. Buyer shall have no liability for cancellation of this Contract provided that Buyer gives written or electronic notice to Supplier: (i) at least two (2) business days prior to the scheduled shipment date of Standard Goods; or (ii) at least thirty (30) days prior to the scheduled shipment date of Custom Goods. For the purpose of this Section 11, "Custom Goods" shall include only those Goods which Supplier specifically designates as such in its quote to Buyer, and "Standard Goods" shall include all other Goods. Upon receipt of Buyer's notice of termination, Supplier shall immediately cease work, terminate any subcontracts, and deliver to Buyer all completed and partially completed Goods, raw material, and work-in-process, or otherwise dispose of such Goods, raw material, and work in process in accordance with Buyer's instructions. In the event Buyer fails to give notice within the time period provided above, Buyer's liability to Supplier shall be limited to: (i) the price provided on the face of the Purchase Order for all Goods which have been

completed prior to termination and which are accepted by Buyer, if produced in no greater amounts than to satisfy the delivery schedule for such Goods; plus (ii) to the extent commercially reasonable and accepted by Buyer, the actual expenditures on the uncompleted portion of this Contract including cancellation charges paid by Supplier on account of commitments made under this Contract; provided that Supplier has immediately upon notice of termination taken all reasonable steps to mitigate the costs resulting from termination. Notwithstanding the foregoing, Buyer's liability shall not exceed the total price stated on the face of the Purchase Order for finished Goods delivered under this Contract. Supplier shall submit to Buyer, within ten (10) days of notification of the cancellation, any and all costs resulting from Buyer's cancellation. Supplier shall not recover any cost submitted beyond that date.

**12. CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean information (in any form or media) provided by a Party ("Discloser") to another Party ("Recipient") that is marked "confidential" or "proprietary" or with a similar marking, or if disclosed orally or otherwise in non-documented form, is identified as confidential at the time of initial disclosure and is designated as confidential in a writing provided to Recipient within thirty (30) days of disclosure. Confidential Information does not include information that: (i) was known to Recipient prior to receipt from Discloser; (ii) is or becomes part of the public domain through no breach of this Contract; (iii) is received from a third party without breach of any

obligation of confidentiality; or (iv) is independently developed by Recipient without reference to Confidential Information. All information concerning Buyer's purchases, prices paid and/or price agreements are deemed Confidential Information, whether or not marked or summarized after oral disclosure. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Supplier shall not disclose any Confidential Information to any third party without Buyer's prior written authorization. These duties shall survive the expiration or termination of this Contract for three (3) years.

**13. COMPLIANCE WITH LAWS.** Supplier and all persons controlled by Supplier shall at all times comply at their own expense with all applicable Laws. "Law(s)" shall refer to laws, ordinances, regulations and codes (including those referenced in any Buyer procurement policies and codes), and the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections. Upon request, Supplier shall provide Buyer with reasonable documentation demonstrating such compliance, and Supplier further agrees to indemnify, defend and hold harmless Buyer from and against any loss or expense arising from Supplier's noncompliance with any applicable Law.

**13.1. Anti-Corruption / Anti-Bribery.** In addition, the parties shall: (i) comply with all applicable country Laws relating to anti-corruption or anti-bribery,

including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act; and (ii) neither directly nor indirectly, pay, offer, give, or promise to give, anything of value received from a party to a non-U.S. or non-Canadian public official or any person in violation of the FCPA and/or any applicable country Laws relating to anti-corruption or anti-bribery. Supplier shall at all times comply with the Buyer's Anti-corruption and Anti-Bribery Policy located at <https://hypertec.com/download/10672/>. Training available upon request.

**13.2. Import / Export Compliance.** In performing the obligations under this Contract, each party shall at all times comply with all export/import (including re-export) laws, sanctions, regulations, orders, and authorizations, (including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and any similar Canadian Laws that are applicable to the export or import of goods, software, technology, or technical data or services (collectively, "Export/Import Laws"). The party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for such party to execute its obligations under this Contract. Each party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the

other party in obtaining any necessary licenses or authorizations required to perform its obligations under this Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.

**13.3. Product Content Regulation (PCR).** Supplier represents, warrants, certifies, and covenants that it will comply with applicable PCR and none of the Goods supplied under this Contract contain minerals or chemicals in violation of PCR in any jurisdiction to which the Goods are to be shipped. Supplier shall: (i) if and as requested by Buyer, include with shipments of Goods the material composition data related to all homogenous material contained within such Goods; and (ii) assist Buyer, as necessary in Buyer's reasonable opinion, in Buyer's attempts to comply with its obligations, if any, under applicable Laws. "Product Content Regulation" or "PCR" refers to the following laws and/or regulations on content, packaging, or labeling of Products, Components or substances, and/or similar issues: "RoHS" (EU Directives 2011/65/EU on Restriction of Hazardous Substances Directive and 2015/863 amending Annex II to Directive 2011/65/EU); "WEEE" (EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment); "REACH" (EC Regulation No 1907/2006 on Registration, Evaluation and Authorization of Chemicals); and EU Member State's implementations of the foregoing; the People's Republic of China (PRC) Management Methods for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products; and/or any other PCR; together with

implementing regulations and/or administrative rules.

**13.4. Conflict Minerals.** If Supplier is providing Goods to Buyer under this Contract, Supplier shall use commercially reasonable efforts to: (i) identify whether such Goods contain the minerals tin, tantalum, gold or tungsten; (ii) determine whether any such minerals originated in "covered countries", as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and (iii) perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act. In addition, Supplier shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals report. If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations under the Act. Supplier shall at all times comply with the Buyer's Responsibly Sourced Minerals Policy located at <https://hypertec.com/download/10685/>, <https://ciaratech.com/epeat/>. Training available upon request.

**13.5. Duty Drawback.** If this Contract is subject to duty drawback, then at Buyer's request Supplier shall provide all information necessary to support Customs requirements for duty drawback.

**14. FORCE MAJEURE.** Neither party shall be held responsible for delay or failure of performance to the extent such delay or failure is caused by flood, strike, civil, governmental or military authority, act of God, or

other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors; provided, however, that the non-performing party: (i) gives the other party prompt notice of the reason for delay or failure of performance; and (ii) takes reasonable steps to mitigate the duration and effect of the delay or failure of performance. In the event of delay or failure of performance for a period of at least fifteen (15) days, the other party may cancel this Contract without liability. Supplier's liability for loss of or damage to Buyer's material in Supplier's possession or control shall not be relieved or modified by this clause.

**15. ASSIGNMENT.** None of the work to be performed under this Contract shall be assigned nor shall Supplier subcontract for completed or substantially completed Goods without Buyer's prior written consent. Any Buyer-approved subcontract work shall be subject to the terms and conditions of this Contract, and Supplier in all events shall be responsible for the subcontracted work as if performed by Supplier.

**16. WAIVER.** Failure of Buyer to insist upon performance of any terms of this Contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

**17. BUYER'S PROPERTY.** Except as otherwise specified by Buyer in writing, all tools, dies, gauges, fixtures, and other items required for the performance of this Contract shall be supplied and maintained by Supplier. Any such items paid for by Buyer or furnished

to Supplier (without cost to Supplier) shall be: (i) the property of Buyer, subject to removal by Buyer at any time and without cost; (ii) used only in fulfilling Purchase Orders placed by Buyer; (iii) kept separate from all of Supplier's other materials or tools; (iv) clearly identified as the property of Buyer; and (v) maintained and/or calibrated by Supplier to ensure continued operability. Supplier assumes all liability for loss of or damage to Buyer's property, save normal wear and tear. Supplier shall: (i) maintain full insurance coverage against loss of or damage to Buyer's property; (ii) supply Buyer with a detailed statement of such property upon Buyer's request; and (iii) not remove, dispose of, or pledge as security any of Buyer's property without Buyer's prior written consent.

**18. APPLICABLE LAW AND FORUM.** (a) Any claim, dispute or controversy between Buyer and Supplier, including their affiliates, contractors and agents and each of their respective employees, directors and officers, arising from or relating to this Contract and its interpretation, or the breach, termination or validity thereof, the relationships which result from this Contract (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Contract), Buyer's advertising, or any related purchase (a "Dispute") shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflicts of law principles. Buyer and Supplier agree that the UN Convention for the International Sale of Goods will have no force or effect on this Agreement. (b) Buyer and

**Supplier** agree that any Dispute shall be brought exclusively in the court of competent jurisdiction in the District of Montreal, Quebec. Buyer **and Supplier** agree to submit to the personal jurisdiction of the applicable provincial or federal courts located in the province of Quebec and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

**19. BUSINESS RESPONSIBLE ALLIANCE AND COMPLIANCE.** Buyer is committed to industry best practices in business ethics, worker health & safety, labor & human rights, environmental responsibility, disclosure of information, integrity, intellectual property, efficiency, fair business, and requires the same of all its business partners. Supplier agrees to abide by the Responsible Business Alliance (RBA) Code of Conduct PL\_CIA\_HR001\_Rev.01 and, upon request, shall complete and sign any Buyer declaration related to business ethics and compliance. If Supplier has cause to believe that Buyer or any employee or agent of Buyer has acted improperly or unethically under this Contract, Supplier is encouraged to report immediately to the Buyer by email and send the related corrective action report. Supplier shall comply with the Buyer's Supply Chain Responsibility Policy & RBA Code of Conduct PL\_CIA\_HR001\_Rev.01 and the Supplier must require its directly contracted suppliers to comply with the requirements of the Code located at <https://hypertec.com/about-us/#certifications>, <https://ciaratech.com/epeat/>. Training available on request.

**20. INDEPENDENT CONTRACTOR.** It is the express intention of the parties that Supplier (including any

employees or agents of Supplier) is an independent contractor and not an employee of Buyer for any purpose whatsoever. None of the provisions of this Contract shall be interpreted or construed as creating or establishing a relationship of employment, agency, commission or franchisee between Supplier and Buyer or between Buyer and any employee, subcontractor, or agent of Supplier.

**21. COUNTERFEIT PART PREVENTION POLICY:** Buyer has implemented a counterfeit part prevention policy located at [https://hypertec.com/about-us/policies and positions](https://hypertec.com/about-us/policies-and-positions). This policy outlines Buyer's processes to prevent the purchase and/or use of counterfeit parts in Buyer's activities. Buyer carefully selects and evaluates suppliers to ensure that they adhere to strict quality control standards. Buyer purchases parts from authorized distributors, manufacturers, and trusted partners. Upon verifying the authenticity of a reported counterfeit product, Buyer will take immediate steps to remove it from circulation and prevent its sale. If Buyer discovers that a supplier has been involved in supplying any counterfeit parts, Buyer will terminate its relationship with such supplier and take all other appropriate action as required.