

## TERMS AND CONDITIONS OF PURCHASE

- (i) **"Products"** means any and all products, equipment or other goods specified in the Purchase Order.
- (ii) **"Purchase Order"** means Solotech's purchase order to which these Terms and Conditions of Purchase apply.
- (iii) **"Seller"** means the person, firm, partnership, company or other legal entity to whom the Purchase Order is issued and includes its employees, agents or subcontractors.
- (iv) **"Services"** means any and all services of whatever nature specified in the Purchase Order.
- (v) **"Solotech"** means Solotech Sales & Integration USA Inc. or Solotech U.S. Corporation or one of its affiliates indicated in the Purchase Order.

**1. General.** These Terms and Conditions of Purchase, together with the Purchase Order and all Specifications (as defined below), constitute the entire agreement between Seller and Solotech (hereinafter, the **"Agreement"**).

**2. Compensation & Payment.** Price for the Products or Services shall be as set out in the Purchase Order (the **"Price"**) and there shall be no additional charges or fees, including shipping and handling charges, unless specifically agreed to by Solotech and Seller in writing and prior to the delivery of the Products or performance of the Services. Seller shall issue to Solotech an invoice within 30 days following delivery of all Products or the performance of all Services. Unless otherwise agreed to by Solotech in writing, Solotech shall pay the invoice within 45 days from the date of receipt of the invoice.

**3. Taxes.** Taxes on Products or Services pursuant to this Agreement, including any sales, value added or excise taxes (the **"Taxes"**) shall be each party's responsibility, as provided by applicable law. Neither party is responsible for the other party's income taxes or net or gross capital taxes. Seller shall invoice Solotech the amount of the Taxes it is required to collect pursuant to applicable law and shall remit such Taxes to the appropriate governmental authorities. Neither party is responsible for the other party's income taxes or net or gross capital taxes. If any compensation payable by Solotech to the Seller is subject to withholding, Solotech shall withhold the prescribed amount and shall remit it to the appropriate governmental authorities. The parties agree to collaborate to obtain relevant tax reduction or exemption certificates, if any.

**4. Delivery.** Seller shall deliver the Products or perform the Services no later than by the delivery date listed on the Purchase Order or as otherwise agreed in writing between Seller and Solotech (the **"Delivery Date"**). If Seller is unable to, or reasonably anticipates that it will be unable to meet the Delivery Date, then Seller shall promptly notify Solotech with detail of the reasons for the failure, the steps Seller is taking to mitigate the failure and the earliest possible date of delivery. Unless Solotech expressly agrees in writing to a new delivery date, Seller's failure to timely deliver Products or perform the Services by the Delivery Date shall constitute a material breach of this Agreement and Seller agrees that Solotech may claim all expenses, fees or cost incurred by Solotech as a result of such failure.

**5. Title, Risk of Loss & Inspection.** Risk of loss in the Products shall pass to Solotech upon receipt of the Products by Solotech at the delivery point specified on the Purchase Order. Title to the Products shall pass to Solotech upon payment of the Price. Within a reasonable time upon delivery, Solotech may inspect and reject Products or Services that do not conform with any term of the Purchase Order or the Specifications or that are visibly damaged by giving written notice to Seller in which case, at Solotech's option, Seller shall promptly replace the Products or the Services or reimburse Solotech, the whole at Seller's expense.

**6. Testing and Acceptance.** Promptly following receipt of the Products and where applicable, Solotech shall conduct tests to ensure all Products are working properly. Upon the successful completion of the tests, Solotech shall notify in writing the Seller of the acceptance of the Products. Seller shall promptly remedy any defects identified during the testing period or reimburse Solotech, in Solotech's discretion and the whole at Seller's expense.

**7. Specifications.** All specifications, plans, drawings, process information, patterns or designs (collectively, the **"Specifications"**) supplied by Solotech to Seller in connection with this Agreement shall remain the property of Solotech, as well as any invention or improvement made by Seller attributable in whole or in part to such Specifications. Any Specification supplied by Solotech to Seller must be returned to Solotech upon request by Solotech or termination of this Agreement.

**8. Intellectual Property.** Seller warrants that the Products or the Services do not infringe upon, misappropriate, or constitute an unauthorized use of any patent, trade secret, copyright, trademark or other intellectual property right, and Seller shall indemnify and hold harmless Solotech, its directors, officers, employees, shareholders and parent and affiliated companies (**"Solotech Indemnitees"**) from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs or expenses of any nature whatsoever (including, without limitation, reasonable costs of attorneys', consultants' and experts' fees) asserted against or incurred by any Solotech Indemnitee by reason of, resulting from, or arising in connection with any warranty given by Seller in this section. If the provision of Services or the Products include programs, systems, data, software or the preparation and submission of deliverables or other documents made for Solotech (the **"Deliverables"**), all intellectual property rights of the Seller in such Deliverables shall be assigned and transferred to Solotech upon full payment of the Price. To the extent that pre-existing intellectual property rights are contained in the Products or Deliverables, Seller shall retain its pre-existing intellectual property rights in such Products or Deliverables and shall grant Solotech a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and license to and to authorize others to use, execute, reproduce, display, perform, distribute and prepare derivative works of such pre-existing intellectual property rights.

**9. Changes & Additional Work.** Solotech may, at any time, by written order (a **"Change Order"**), request changes to the Products, Services, or the Delivery Date. Within 5 business days after receiving a Change Order, Seller shall either accept the Change Order, or furnish to Solotech in writing the proposed changes to the Prices, Products, Services or the Delivery Date attributable to the Change Order. Seller's failure to advise Solotech in writing within 5 business days after receipt of a Change Order of the effect of any requested changes shall constitute Seller's consent to conform to the Change Order as submitted by Solotech. If Seller advises Solotech in writing of any proposed changes to the Prices, Products, Services or the Delivery Date attributable to the Change Order, an adjustment to the Prices, Products, Services or the Delivery Date will be negotiated. In the event of a disagreement concerning a Change Order, Seller shall proceed as required by the Change Order. No Change Order shall invalidate this Agreement, and all Change Orders shall be subject to this Agreement.

**10. Warranty.** Seller warrants for a period of 1 year after Solotech's receipt of the Products or Services that the Products and Services: (i) shall strictly conform to the Specifications or the Purchase Order; (ii) shall be free of defects in material, workmanship or design; (iii) shall be of merchantable quality; (iv) shall be new, unless otherwise specified; (v) shall be free from all liens, charges, hypothecs or other registrations; and (vi) are labelled in conformity with any law, ordinance, code and regulation applicable, including regarding language requirements. Seller further represents and warrants that it has good and marketable title in the Products. The warranties set forth herein shall be in addition to any other applicable warranties, express, implied, or statutory, and shall survive any inspection, delivery, acceptance or payment by Solotech. Notwithstanding any payment by Solotech or failure by Solotech to discover or reject defective material and workmanship, if any of the Products or Services fails to comply with any warranty or term or condition of this Agreement, Seller shall promptly correct such defect, at Solotech's option, by replacing or by reimbursing Solotech for the defective Products or Services, the whole at Seller's expense following notice of such defect from Solotech. Notice of breach of these warranties shall be deemed sufficient if given within 120 days after discovery thereof by Solotech. If Seller fails to so act within 5 business days of receiving such notice from Solotech, Solotech may, at its option, cancel this Agreement by giving Seller written notice, procure the Products or Services elsewhere, and charge Seller with any costs or losses incurred, in addition to its other rights and remedies hereunder and at law. The provisions of this section 10 also apply to any work performed by employees or subcontractors of the Seller.

**11. Permits, Licenses, & Compliance with Law.** Seller, at its sole cost and expense, shall procure all necessary permits and licenses for delivery of the Products or Services, and shall comply with any law, ordinance, code and regulation applicable thereto (including without limitation, all health and safety laws). In addition, Seller shall comply with all applicable laws, statutes, regulations, and codes relating to prevention of modern slavery and forced labor, including Solotech's code of ethics and policies, and shall implement and maintain policies and procedures to ensure Seller's compliance with its obligations under this section. Seller shall promptly notify Solotech in writing if it becomes aware of any breach or potential breach of its obligations under this section. Solotech reserves the right to terminate this Agreement immediately upon written notice to the Seller if Solotech has reason to believe that the Seller has failed to comply with its obligations under this section. Furthermore, Seller understands and agrees that if any governmental authority in any country concludes that the Products or a portion of the Products used forced labor or other form of modern slavery in their production or manufacture, the Products could be seized and destroyed by such authority and Solotech could be charged with fines and penalties. In such event, Seller agrees that Solotech shall not be required to pay Seller the Price of the seized Products and Seller agrees to indemnify Solotech for any damage suffered by Solotech. The rights provided herein to Solotech are in addition to any other rights or remedies the Solotech may have under this Agreement or applicable law.

**12. Packaging.** The Products shall be properly packaged to avoid damage during loading, transportation and unloading. Solotech will not pay for packing, crating or carriage unless specifically set forth in this Agreement. All Products shall be marked, packaged, stored and delivered by Seller in accordance with all applicable laws and regulations. Technical data sheets or files, delivery or other shipping documents must include relevant information concerning manipulation, storage, installation or use of the Products and any emergency response procedures.

**13. Indemnification.** To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Solotech Indemnitees from and against all damages arising out of or in any way related to (i) any breach of this Agreement or failure of the Products or the Services to conform to the warranties set forth in this Agreement or to any applicable law or regulation, (ii) any act or omission by Seller, its employees, agents or subcontractors, or (iii) a violation by Seller of any applicable law, ordinance or regulation. This indemnification shall be in addition to the warranty obligations of Seller.

**14. Limitation of Liability.** In no event shall either party be liable to the other for any indirect, incidental or consequential damages (including, without limitation, lost business profits, revenue or opportunities) sustained by the other party or any other individual or entity for any matter arising out of this Agreement. Notwithstanding anything to the contrary, Solotech's liability shall in no event exceed the Price paid by Solotech under this Agreement.

**15. Confidential Information.** Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party, including, without limitation, Specifications, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other information relating to the business or affairs of the other party (**"Confidential Information"**). Confidential Information does not include information which (a) has become publicly known through no violation of an obligation of non-disclosure of any person or entity, or (b) has been approved for disclosure in writing by the disclosing party. Except as otherwise specifically provided herein, each party agrees that it shall not use, transfer, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees or subcontractors to the extent that they have a need to know or have access to such Confidential Information in connection with the Products to be delivered or the Services to be rendered. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. All of Solotech's Confidential Information shall remain the property of Solotech and shall be returned to Solotech immediately upon its request or termination of this Agreement. The provisions of this section shall survive termination of this Agreement.

**16. Force Majeure.** Neither Solotech nor Seller shall be liable to the other for default or delay in performing its obligations under this Agreement caused by any occurrence beyond its control, including natural phenomena such as earthquakes, floods, fires, riots, acts of terrorism, war, freight embargoes, pandemics or epidemics or other cause (collectively, a **"Force Majeure"**). Force Majeure does not include events that were reasonably foreseeable or were caused by the party claiming the Force Majeure. If a party is delayed or prevented from performing due to Force Majeure, such party must inform the other party in writing as soon as practicable, but in all cases within 5 days of the start of the Force Majeure. The notice must detail the nature of the Force Majeure and its expected length. Both parties' rights and obligations shall be suspended for the duration of the Force Majeure and a new delivery schedule shall be agreed upon, in writing, between the parties. If the Force Majeure lasts, or is reasonably expected to last, more than 30 days, then non-declaring party may immediately terminate this Agreement by notice in writing.

**17. Termination.** Solotech may terminate this Agreement without cause upon 5 days prior written notice to Seller. In case of termination, Solotech shall only be liable for the price of Products or Services received by Solotech prior to the effective date of termination. Either party may terminate this Agreement (a) in the event that the other party materially breaches this Agreement and such breach remains uncured for 5 days following written notice by the non-breaching party, or (b) immediately if the other party is or becomes insolvent, files for bankruptcy or is under similar protection from courts of law, or makes an assignment for the benefit of creditors.

**18. Remedies.** No remedy provided herein shall be deemed exclusive of any other remedy available at law. Notwithstanding anything to the contrary, all claims for monies due or to become due to Solotech shall be subject to deduction by Solotech for setoff or counterclaims arising out of this Agreement, including, by retaining any payment of the Price for the Products or the Services.

**19. Assignment.** Seller shall not delegate any duties nor assign any rights or claims under this Agreement without the written consent of Solotech, which consent Solotech may withhold in its sole discretion. Any assignment or delegation made without Solotech's consent shall be null and void. Seller shall be fully responsible for all work performed by its subcontractors, and by persons either directly or indirectly employed by any subcontractor. Solotech may assign or delegate any of its rights or obligations under this Agreement to any affiliate of Solotech.

**20. Books & Records.** If requested by Solotech, Seller agrees to make available to Solotech such books, records, receipts, vouchers or other data as may be deemed necessary by Solotech to enable it to appreciate cost figures for Products delivered or the Services rendered under this Agreement. Seller shall maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary to adequately reflect the accuracy of Seller's charges and invoices under this Agreement and such other additional records as Solotech may reasonably require in connection with this Agreement. Such records shall be preserved by Seller for a minimum of 2 years after the date of final payment without additional reimbursement or compensation therefor.

**21. Notices.** Any notice required or given pursuant to this Agreement shall be in writing and sent by email, with a copy by certified mail, or delivered by recognized delivery service at the following address: Vice President Procurement, Solotech Inc., 5200 Hochelaga, Montreal, Quebec H1V 1G3 with a copy sent by email to [legal@solotech.com](mailto:legal@solotech.com). Any notice to Seller shall be directed to the address of Seller shown on the Purchase Order.

**22. Waiver.** Failure by either party hereto to enforce any provisions of this Agreement or any rights hereunder shall in no way be considered a waiver of such provisions, rights, or in any way affect the party's right to later enforce or exercise the same or other provisions or rights it may have under this Agreement or at law.

**23. Entire Agreement and Precedence.** This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements made either verbally or in writing regarding the Products or the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any Seller purchase order or in any other Seller's documentation is void, except for any additional warranty given by the Seller. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Purchase Order, and (2) this Agreement.

**24. Dispute Resolution.** Any and all disputes and claims between Solotech and Seller related in any way to the Services, the Products or this Agreement shall first attempted to be resolved by the management representatives of Solotech and of the Seller. If a dispute or claim cannot be resolved by the management representatives of Solotech or Seller, only then such dispute or claim shall be submitted to the courts of Orange County, Florida. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ALL CLAIMS BETWEEN THEMSELVES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHER TRANSACTIONS RELATED TO THE SERVICES CONTEMPLATED HEREUNDER.

**25. Governing Law.** This Agreement and the acceptance of it shall, as provided herein, constitute a contract governed by the laws of Florida.

**26. Independent Contractors.** The parties are independent contractors, and neither shall be nor shall represent itself to be the agent, joint venturer, partner or employee of the other or to be related to the other. No representation shall be made, nor act done by either party which could establish any apparent relationship of agency, joint venture, partnership or employment with the other party, and neither party shall be bound in any manner whatsoever by any agreement, guarantee or representation made by the other party to any person or by any action of the other party.