

**PURCHASE ORDER TERMS AND CONDITIONS**  
**- GIAMPAOLO GROUP AS A BUYER-**

**1. Terms.**

This purchase order is an offer by Giampaolo Group Inc. ("**Principal Purchaser**"), and/or an affiliates of Principal Purchaser, including but not limited to Triple M Metal LP, Triple M (U.S.), Inc., Niagara Metals LLC, Matalco Canada Inc., Matalco USA LLC, Venture Steel Inc., Venture Steel (U.S.) Inc., Giampaolo Developments, GIL USA LLC (collectively with Principal Purchaser (a "**Giampaolo Company**") and/or any division or subsidiary of a Giampaolo Company identified on the face of the purchase order ("**Buyer**") for the purchase of the goods and services specified on the face of this purchase order from the party to whom the purchase order is addressed ("**Seller**") subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Purchase Order**"). This Purchase Order, together with any documents explicitly incorporated by reference other than Seller's additional terms and conditions which purport to supersede these Terms, is the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements and communications, both written and oral, with respect thereto. The Purchase Order expressly limits Seller's acceptance to the terms of the Purchase Order.

These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Purchase Order including any proposal, invoice, acknowledgement or otherwise. Acceptance is limited to the terms and conditions of this Purchase Order, and no purported revisions of, additions to, or deletions from this Purchase Order shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to effect any variation herein unless expressly agreed to in writing by Buyer's authorized representative.

The first occurring expression of acceptance of this Purchase Order by Seller, including Seller's (i) written acceptance, (ii) commencement of work on the Goods subject to this Purchase Order (the "**Goods**"), (iii) shipment of the Goods, (iv) commencement of performance of all or any portion of the services subject to this Order (the "**Services**"), (v) failure to object to this Purchase Order, in writing, within five (5) days of receipt of this Purchase Order, and (vi) conduct that indicates Seller's acceptance, including preparation for Seller's performance, shall constitute an acceptance of Buyer's offer. A signed acceptance of this Purchase Order is not required and Seller specifically waives any such requirement and any defense to the validity and enforceability of this Order arising from the electronic transmission of this Purchase Order to Seller and Seller's acceptance in accordance with this Section 1. If Seller objects to this Purchase Order, Seller's objections are deemed waived if Seller subsequently commences work on the

Goods, or upon shipment of the Goods or performance of the Services without an express written modification made by Buyer.

For clarity, each of the foregoing shall constitute acceptance by Seller of this Purchase Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of this Purchase Order are inconsistent with those set forth herein, the terms on the face shall govern.

2. **Acceptance.** This Order is not binding on Buyer until Seller accepts the Purchase Order in writing, including by issuance of an order acknowledgement. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller. Once a Purchase Order is accepted, no change to this Purchase Order is binding upon Buyer unless it is in writing, specifically states that it amends this Purchase Order and is signed by an authorized representative of Buyer. This Purchase Order does not constitute an acceptance of any prior offer or proposal by Seller, and any reference in this Purchase Order to any such prior offer or proposal is solely to incorporate the description or specifications of the Goods and the Services in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications in this Purchase Order. If this Purchase Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to the Terms. Any additional or different terms in such prior offer or proposal shall be deemed material and are hereby objected to and rejected by Buyer.
3. **Specifications.** All Goods and Services furnished pursuant to this Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in this Purchase Order. No change in the specifications nor any substitutions of the Goods and Services set out in this Purchase Order shall be made by Seller except upon written application to, and subsequent written authority of, Buyer.
4. **Time and Place of Delivery; and Buyer's Inspection.** Time is of the essence of this Purchase Order. Seller shall deliver the Goods in the quantities and on the delivery dates and times specified on the face of this Purchase Order. Seller shall immediately notify Buyer in writing if Seller is unable to deliver the Goods in the quantities and on the delivery dates and times specified in this Purchase Order. Buyer reserves the right to reject Goods and to cancel all or any portion of this Purchase Order in the event of failure to deliver at the time and place specified. Buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. Should Buyer have provided Seller with any deposit(s) for the Goods contemplated by a Purchase Order, then, within two (2) business days from Seller's receipt of Buyer's notification therefore, provide a full refund of such deposit, without setoff, or at Buyer's sole discretion, a credit for any unaccepted portion of the such Goods. If Seller is required to provide, specification sheets, drawings, Material Safety Data Sheets, quality control/ incoming quality reports they will be delivered to Buyer prior to delivery of any Goods under this Purchase Order. All Goods shall be received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense Goods which fail to conform strictly to the

requirements of this Purchase Order. All materials are subject to inspection and testing by Buyer at Sellers and/or manufacturer's plant.

Goods delivered in excess of the quantities or in advance of delivery dates or times specified in this Purchase Order shall be at Seller's risk and may be returned to Seller by Buyer, and all transportation charges both to and from the original destination shall be paid by Seller. Buyer shall not be required to make payment for any Goods delivered to Buyer that are in excess of the quantities specified in this Purchase Order.

Seller warrants that any representation made in a quote or otherwise regarding its production capacity shall be considered a warranty that Seller can manufacture or produce the stated quantity of the Goods or the Services without the imposition of overtime charges or other surcharges.

5. **Extension of Time Delivery.** Buyer shall not be liable to Seller for any failure of Buyer to take any delivery hereunder when due, if occasioned by any event beyond Buyer's reasonable control, including without limitation fire, flood, earthquake, lightning or other acts of God; quarantine restrictions, pandemics, epidemics acts of, or compliance with the directions of, civil or military authority, including any federal, state, provincial or local agency or authority; wars; riots; insurrections; sabotage; accident; embargo; strike or other labor trouble; interruption of or delay in transportation; shortage or failure of supply of materials; or equipment breakdown. At Buyer's option, the time for delivery hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries so omitted shall be made during the period of such extension. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by Buyer as a result of Seller's failure to meet the delivery dates or times, other than by reason of an approved delay, including the cost of any line shutdown and the cost of obtaining goods from an alternate source. The term "approved delay" shall not, however, mean or include any delay arising from or as a result of: (i) Seller's financial difficulties; (ii) a change in cost or availability of materials or components based on market conditions or supplier actions affecting Seller; or (iii) any labor strike or other labor disruption applicable to Seller or to any of its subcontractors or suppliers that are engaged in manufacturing or providing goods or services to Seller in connection with Seller's obligations under this Purchase Order. Seller, at its expense, shall use its best efforts to mitigate any adverse effects or costs to Buyer due to any actual or potential delay.
6. **Risk of Loss.** Title and risk of loss of any Goods sold hereunder shall transfer to Buyer at the time and place of delivery; provided that risk of loss prior to actual receipt of the Goods by Buyer shall nonetheless remain with Seller. Goods shall only be deemed to be accepted by the Buyer following Buyer's review of the Goods in accordance with the provisions of Section 4, above.
7. **Shipment.** Goods must be shipped by the particular route, method and carrier as stated in this Purchase Order. In the event that Seller fails to ship Goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to

Buyer, any increased costs occasioned thereby. Buyer will issue transfer routing instructions on a periodic basis to Seller. If Seller is unsure about appropriate routing of a shipment, Seller shall request confirmation of routing instructions prior to shipment. Failure to comply with Buyer's transportation routing instructions will subject Seller to charge-back of excess freight charges. Seller shall also ensure the proper NMFC Freight classification is clearly noted on carrier bill of lading. The freight classification should be the correct applicable freight classification for the Goods being shipped that results in the lowest appropriate freight rate for that product type. All deliveries shall be, absent anything explicitly different to the contrary on the face of the Purchase Order, DDP (Delivery Duty Paid) Buyer shall not be liable for any insurance, storage, parking or detention charges.

If Seller fails to meet the delivery dates or times of the Goods, other than by reason Force Majeure, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by Buyer as a result of Seller's failure to meet the delivery dates or times, other than by reason of an excusable delay, including the cost of any line shutdown and the cost of obtaining goods from an alternate source. Buyer's actions in obtaining substitute or replacement products shall not limit the rights and remedies available hereunder or at law.

8. **Packing, Marking, Labeling and Invoicing.** A packing list shall be included with each shipment, together with original bills of lading, properly signed by carrier's representative, signed by Buyer's receiving department. The invoice copy shall be forwarded to Buyer's AP mailbox not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Buyer shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices. Seller shall package, label and transport the Goods and their containers, in particular those which constitute a health, poison, fire, explosion, environmental, transportation or other hazard, in compliance with all applicable laws in effect in the place to which the Goods are shipped or as otherwise specified by Buyer. Upon request, Seller shall furnish Buyer with information regarding the ingredients of and/or the origin of the Goods or any components thereof.

Seller agrees to fulfill any customs' related obligations, including properly declaring the value of the Goods and complying with the appropriate origin or labeling requirements. Upon request, Seller shall promptly furnish to Buyer all documents and other information required for customs drawback purposes, properly completed in accordance with applicable governmental regulations. Unless otherwise expressly stated in this Purchase Order, all customs drawback shall be reserved and retained for, or credited to, Buyer. Export licenses or authorizations necessary for the export of the Goods shall be the responsibility of Seller unless otherwise expressly stated in this Purchase Order, in which

case Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorizations. Seller shall undertake such arrangements as necessary for the Goods to be covered by any duty deferral or free trade zone programs of the country of import.

Seller shall promptly furnish to Buyer all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Goods or the Services along with HS Codes and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall indemnify and hold Buyer, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in furnishing such certificates or other information to Buyer; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations.

Buyer hereby reserves the right to receive any back up documentation including but not limited to invoices or other supporting documentation on Seller's supplier's letterhead, with respect to any pricing or changes thereto. Should Buyer request same, Seller will deliver same to Buyer forthwith but in any event within three (3) business days of any such request.

9. **Payment; Waiver of Liens.** The price of the Goods is the price stated in the Order or, if no price is included in the Order, the price last quoted by Seller to Buyer. Unless otherwise expressly stated in this Purchase Order, prices include customs duties and expenses, tariffs and all federal, provincial, state and local taxes (including all import taxes, excise taxes and sales taxes) applicable to the manufacture, sale or provision of the Goods or the Services. Payment to Seller may, at Buyer's option, be made by electronic funds transfer. Payment will be made following receipt and acceptance of the Goods and receipt, in proper form and substance, of all documentation required by this Purchase Order. Unless otherwise explicitly stated on the face of the Purchase Order, payment shall be Net 60. Seller shall furnish to Buyer any analysis or breakdown of the price as Buyer may reasonably request. This Purchase Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Buyer. Unless otherwise specified in the Purchase Order, the price includes all packaging, transportation costs, insurance, customs duties, fees and applicable taxes. No increase in the price is effective, nor will any amount other than the price be payable by Buyer, without the prior written consent of Buyer. The Seller hereby represents and warrants that as of the date hereof, and covenants and agrees that after the date hereof, none of the agreements with any other person for the purchase of Goods offered for sale by Seller to Buyer includes or will include terms, rights or other benefits that are more favorable, in any material respect, to such other person than the terms, rights and benefits in favor of the Buyer under this Agreement, and the Seller will not waive any material obligation under the agreements with such other person unless, in any such case, the Buyer has been offered in writing the opportunity to concurrently receive the benefits of all such terms, rights and

benefits or waiver. The Buyer shall notify the Seller in writing, within ten (10) days after the date it has been offered the opportunity to receive the benefit of such terms, rights, benefits or waiver, of its election to receive any such term, right, benefit or waiver so offered. As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for payment by any laborer, subcontractor or supplier of Seller.

10. **Seller's Warranties and Replacement Parts.** Seller expressly warrants that for a period of one year after Buyer's acceptance of the Goods or Services hereunder, or for such longer period as may be expressly provided in this Purchase Order or under applicable law, all Goods and Services including special tools, machinery, equipment's, etc. covered by this Purchase Order will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions, or, to the extent the Goods were purchased to Buyer's specifications and drawings as set forth or referred to in this Purchase Order, that the Goods strictly conform with those specifications and drawings; (b) be free from defects in design, material and workmanship; (c) be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied; and (d) bear all warnings, labels, and markings required by applicable laws and regulations. In addition, Seller warrants that: (e) none of the Goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Buyer; (f) all Goods covered hereby may be introduced into interstate/interprovincial commerce, as the case may be, without violation of applicable laws and regulations; (g) all Services have been performed in a good and workmanlike manner; (h) all Goods and Services furnished or rendered pursuant to this Purchase Order have been produced, sold, delivered or rendered to Buyer in compliance with all applicable laws and regulations, including those set forth in Section 14.

Further, Seller represents that: (i) neither it nor any of its subcontractors or suppliers will either engage in or permit substandard working conditions in the supply of the Goods or the Services under this Purchase Order, (ii) child labor or underage labor, as defined by applicable law, will not be utilized, (iii) it will not allow any form of forced or compulsory labor, (iv) workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers' councils or to otherwise refrain from joining such organizations as they so choose, in accordance with applicable laws, (v) workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs, (vi) workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety, (vii) workers shall be compensated with wages and benefits that comply with applicable law, including minimum wages, overtime hours and legally mandated benefits and (viii) working hours shall comply with all applicable laws regulating hours of work.

Seller hereby warrants that, in the event of any supply allocation by Seller, including as a result of an approved delay, Seller shall give preference to Buyer for all of the Goods and the Services ordered under this Purchase Order.

Seller hereby warrants that it shall keep replacement parts for a period of fifteen (15) years after the end of life of any Good sold by Seller to Buyer. Further, Seller shall supply such replacement parts and service the Goods during such fifteen (15) year period.

11. **Buyer's Remedies.** Buyer's acceptance of all or any part of the Goods or Services provided hereunder shall not be deemed a waiver of any of the Buyer's remedies at law or equity in the event of the failure of such Goods or Services to conform to all of the warranties set forth in Section 9. Buyer retains the right to cancel any portion of the remaining order, to reject any portion of the Goods or Services delivered, or to revoke acceptance as to any portion of the Goods or Services accepted, and return such Goods to Seller and to recover the purchase price, any excess costs of cover, and damages, including manufacturing costs, costs of removal or recall, transportation and custodial expenses, injury to person or property incurred by Buyer, all in addition to Buyer's other remedies under this Purchase Order or applicable law. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or files or has filed against it any petition in bankruptcy, Buyer shall have the right to cancel this Purchase Order immediately. If Buyer requires replacement of any non-conforming Goods, Seller shall, at its expense, promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with Goods from a third party and charge Seller the cost thereof and termination this Purchase Order for cause.
12. **Patent, Copyrights, Trademarks.** Seller warrants that the Goods furnished under or used in connection with this Purchase Order (except those furnished according to Buyer's specific design) and Buyer's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. If any claim, suit or proceeding is made or instituted against Buyer alleging any such infringement, Seller shall indemnify, defend and hold Buyer harmless from and against any damages, liabilities, judgments, costs and expenses (including without limitation reasonable attorney's fees) it may incur in connection with any such claim, suit or proceeding. In the event that the Goods or Buyer's use is held in any suit or proceeding to constitute an infringement, or if Seller determines that there is a substantial risk of a finding of such infringement, Seller agrees, as appropriate, and at its expense to: (a) procure for Buyer, at no expense to Buyer, the right to continue using the Goods, (b) replace the Goods with equivalent Goods that meet the requirements of this Purchase Order and that do not infringe any such rights, or (c) modify the Goods so that they become non-infringing.
13. **Indemnification.** To the fullest extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses (including without limitation reasonable

attorneys' fees and costs of defense) (collectively, "Losses") arising out of or incidental to Seller's performance hereunder, or the presence of Seller, its employees, agents or invitees ("Seller Parties") on Buyer's premises, provided that such Losses are attributable to (a) the breach of the terms of this Purchase Order, including for clarity, any of Seller's warranties; (b) or the negligence or willful misconduct of or by the Seller Parties, (c) the failure of the Seller Parties to comply with applicable laws, or (d) bodily injury, sickness, disease or death (including but not limited to bodily injury, sickness, disease or death of any employees, independent contractors or other personnel of Seller, Buyer or any third party), or to damage to or destruction of tangible property (including the loss of use thereof); in each case regardless of whether or not caused in part by the negligence or other fault of any Indemnified Party hereunder; provided that Seller shall not be liable for Losses caused by the sole negligence or willful misconduct of any Indemnified Party. Seller's indemnification obligations under this Section 13 shall not be limited by applicable Workers' Compensation or other disability or employee benefit laws, and, solely as respects the indemnities set forth in this Section, Seller hereby expressly waives any rights it may have to assert any immunities or defenses that it may have under such laws against any Indemnified Party.

**14. Labor, Work and Services; Insurance.** In supplying any Services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or state/provincial health insurance, unemployment insurance, social security and/or other similar taxes incurred hereunder. Any performance by Seller under this Purchase Order on Buyer's premises shall be in full compliance with Buyer's safety and other rules and procedures and with all federal and state/provincial laws and regulations regarding workplace safety, including without limitation, laws pertaining to occupational safety and health. Prior to commencement of any Services hereunder on Buyer's premises and until the satisfactory completion thereof, Seller shall, at its expense, maintain the following minimum insurance coverages on an "occurrence" basis (and not on a "claims made" basis, unless required by statute):

	KIND OF INSURANCE	MINIMUM LIMITS
1	Workers' Compensation	Statutory
2	Employers Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, policy limit \$1,000,000 bodily injury by disease, each employee
3	Commercial General Liability Including Contractual Liability and Products/Completed Operations and Broad Form Vendor's Endorsement Combined Single	Combined Single Limits \$1,000,000 Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/ Completed Operations Aggregate

4	Business Auto Liability Symbol (Any Auto) Including Hired and Non-Owned Autos	Combined Single Limits \$1,000,000 per Accident
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If requested by Buyer, Seller shall furnish to Buyer certificates of insurance showing the above coverages with an insurer providing for at least thirty (30) days prior written notice of cancellation or modification resulting in a reduction below the required minimum coverages and naming Buyer as an additional insured under Commercial General Liability using ISO form CG 20 26 or its equivalent, or in the case of Buyer's distribution of Seller's products, ISO form CG 20 15 or its equivalent. If Seller fails to furnish such certificates or maintain such insurance, Buyer shall have the right to cancel this Purchase Order immediately. Seller, for itself and its insurers, hereby waives subrogation against Buyer, and Seller agrees that, with respect to claims against Buyer arising out of Seller's performance hereunder, Seller's insurance shall be primary and Buyer's insurance shall be excess and non-contributory. Seller's obligations to maintain such insurance shall in no way limit the liability or obligations assumed by Seller hereunder.

**15. Laws and Regulations.** All Goods furnished or Services rendered pursuant to this Purchase Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations, including without limitation:

- (i) in the United States of America:
  - a. the Federal Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, Section 503 of the Rehabilitation Act of 1973, Executive Order 11246, Section 402 of the Vietnam Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act of 1970, as amended ("OSHA"), (in the event of a conflict between the requirements of OSHA and any industry codes or standards applicable to this Purchase Order, the more stringent requirement shall apply), the Noise Control Act of 1972, all applicable environmental laws and regulations, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the standards of accessibility set forth in Section 402 of the Americans with Disabilities Act, and the rules, regulations and orders pertaining to the above. Seller also agrees that the following clauses from the Code of Federal Regulations shall also apply to this Purchase Order and shall be incorporated herein by reference: the Equal Employment Opportunity Clause, the Certification of Non segregated Facilities required by paragraph (7) of Executive Order 11246, the Utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting program clauses, the Affirmative Action for Handicapped Worker's clause, and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause are, by this reference, incorporated herein and made part hereof.
  - b. In Canada:
    - i. The Fighting Against Forced Labour and Child Labour in Supply Chains Act; Canadian Corruption of Foreign Public Officials Act; the

Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations.

Seller has and will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Seller shall furnish Buyer with certificates of compliance, where required under such applicable laws or when requested by Buyer. Each invoice rendered to Buyer under this Purchase Order shall constitute written assurance by Seller that Seller has fully complied with all applicable laws. Seller will participate in or respond to, at Seller's expense, any audit, investigation, inquiry, certification or screening process reasonably requested by Buyer or its third-party vendors to verify Seller's compliance with this Section.

Further, Seller hereby agrees to comply with all of Buyer's code of conduct, policies, procedures, ethical guidelines and restrictions.

**16. Termination.** Buyer may at any time, without cause, terminate this Purchase Order in whole or in part upon written notice to Seller for any reason or for no reason. In such event, Seller shall be entitled to a reasonable termination fee consisting of a percentage of the Purchase Order price reflecting the percentage of the work, Goods delivered or Services properly performed prior to termination. Buyer shall not be liable for and shall not be required to make payments to Seller, directly or indirectly (whether on account of claims by Seller's subcontractors or otherwise), for any loss arising from or attributable to failure to realize anticipated revenue, savings or profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation cost or general and administrative burden charges from a termination of this Purchase Order and specifically excluding any consequential, indirect, punitive or other special losses resulting from such termination. Seller shall be responsible for any costs of returned Goods that may be attributable to such termination. *Payment of such termination fee shall be Seller's sole remedy.* In addition to any remedies that may be provided under this Purchase Order, Buyer may terminate this Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has breached any of the terms or conditions of this Purchase Order, in whole or in part. Upon Buyer's request, Seller shall preserve, protect and deliver to Buyer, at Buyer's expense, materials on hand, work in progress, and completed work, both in its own and in its suppliers' plants. Seller hereby undertakes to mitigate any potential damages it may have as a result of any such termination.

In connection with Buyer's termination or non-renewal of this Purchase Order, or Buyer's other decision to source the Goods and/or the Services from any alternate supplier(s), Seller will cooperate with Buyer in the transition of supply of the Goods and/or the Services, including to continue production and delivery of all Goods and/or Services as ordered by Buyer, at the prices and other terms stated in this Order, without premium or other condition, during the entire period reasonably needed by Buyer to

complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain the Goods and/or Services as needed.

**17. Assignment, Buyer's Right to Perform and Set-Off.** Seller shall not assign its rights or delegate its performance hereunder, nor any interest herein, without Buyer's prior written consent and any attempted assignment or delegation without such consent shall be void. Without prejudice to any other right or remedy it may have, including any right of set-off or recoupment provided by law, all amounts due to Seller and its subsidiaries and affiliates shall be considered net of indebtedness or obligations of Seller and its subsidiaries and affiliates to Buyer and its subsidiaries and affiliates, and Buyer and its subsidiaries and affiliates may set-off against or recoup from any amounts due or to become due to Seller and its subsidiaries and affiliates from Buyer and its subsidiaries and affiliates however and whenever arising. Buyer may do so without notice to Seller or its subsidiaries or affiliates. If any obligations of Seller or its subsidiaries or affiliates to Buyer or its subsidiaries or affiliates are disputed, contingent or unliquidated, Buyer may defer payment of amounts due until such obligations are resolved.

If Seller fails to perform any of its obligations under this Purchase Order, Buyer and its agents may, without limiting or affecting its other rights and remedies available hereunder or at law, but shall not be obligated to, perform such obligations without waiving or releasing Seller from such obligations. Where applicable, Buyer and its agents shall be entitled to enter upon Seller's premises to perform, or to remove all materials necessary to perform, such obligations. All costs, damages and expenses incurred directly or indirectly by Buyer in connection with the foregoing, including legal and other professional fees and Buyer's administrative time, labor and materials, shall be paid by Seller to Buyer on demand or, at Buyer's sole option, may be set off against and deducted from any amounts then owing by Buyer to Seller.

**18. Confidentiality.** All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, designs, plans, drawings, documents, business operations, customer lists, pricing, or discounts, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order, the Goods provided or Services performed hereunder is confidential, solely for the use of performing the Purchase Order and/or pertaining to Buyer's business and may not be disclosed or copied unless authorized by Buyer in writing (the "**Confidential Information**"). Upon Buyer's request, Seller must promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain at the time of disclosure to Seller; (b) becomes in the public domain other than as a result of act or omission by Seller; (c) known to the Seller at the time of disclosure; or (d) rightfully obtained by the Seller on a non-confidential basis from a third party. Seller and its directors, officers, employees and agents shall not disclose to any third party any Confidential Information. Unless otherwise expressly stated in this Purchase Order and except as may be agreed in a prior written agreement between Buyer and Seller, no commercial, financial or

technical information furnished or disclosed in any manner or at any time by Seller to Buyer shall be deemed to be secret or confidential, and Seller shall have no rights against Buyer with respect to any use or disclosure of such information.

19. **No Waiver of Defaults.** No failure by Buyer to enforce at any time any of the terms or conditions of this Purchase Order shall constitute a waiver thereof or in any way impair Buyer's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by Buyer hereunder will be effective unless in writing and signed by Buyer.
20. **Survival; Remedies Cumulative.** All agreements and representations of Seller herein (including those regarding, confidentiality, indemnification and warranties) shall survive delivery and final payment hereunder, or any earlier termination hereof. All of the rights and remedies available to Buyer hereunder are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity.
21. **Severability.** Any provision of this Purchase Order that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions hereof.
22. **No Third-Party Beneficiaries.** This Purchase Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
23. **Governing Law.** This Purchase Order, for orders in:
  - a. the United States of America ("USA")
    - i. Shall be governed by and interpreted in accordance with the laws of the State of Delaware and the Federal laws of the USA applicable therein, excluding the United Nations Convention on Contracts for the International Sale of Goods, without giving effect to its principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Products is hereby expressly excluded
    - ii. Any dispute related to this Purchase Order shall be resolved by arbitration governed by a single arbitrator appointed by Buyer. Such arbitration shall be governed by the rules of American Arbitration Association and shall be exclusively heard in Buffalo, New York, USA.
  - b. Canada or any other country other than the USA
    - i. Shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein, excluding the United Nations Convention on Contracts for the International Sale of Goods, without giving effect to its principles of conflicts of law. The application of the

United Nations Convention on Contracts for the International Sale of Products is hereby expressly excluded.

- ii. Any dispute related to this Purchase Order shall be resolved by arbitration governed by a single arbitrator appointed by Buyer. Such arbitration shall be governed by the rules of American Arbitration Association and shall be exclusively heard in Toronto, Ontario, Canada.
- iii. excluding the United Nations Convention on Contracts for the International Sale of Goods, and without regard to principles of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Products is hereby expressly excluded

24. English Language. The parties hereby confirm their express wish that this Purchase Order and all related documents be drafted in the English language, but without prejudice to any such documents which may from time to time be drawn up in French only or in both French and English. Les parties confirment par la présente leur souhait exprès que le présent bon de commande et tous les documents connexes soient rédigés en anglais, mais sans préjudice de ces documents qui peuvent de temps à autre être rédigés en français uniquement ou en français et en anglais.