

## PURCHASE ORDER TERMS AND CONDITIONS

The Brandt entity referenced on the face of the Purchase Order ("Brandt") agrees to purchase and Supplier agrees to supply the "Goods" and/or the "Services" described in the Purchase Order issued by Brandt to Supplier, subject to the following terms and conditions.

**1. Governing Terms and Conditions:** The terms and conditions set out below, in the Purchase Order, or in any other documents incorporated by reference in the Purchase Order (collectively, the "Terms and Conditions"), constitute the exclusive and entire agreement between Brandt and Supplier with regard to the subject matter of a particular Purchase Order, and there are no representations, collateral agreements or conditions other than set out in the Terms and Conditions. Brandt hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied to it by Supplier which are in addition to, different from, inconsistent with or attempt to vary any of the Terms and Conditions, whether such terms or conditions are set forth in Supplier's bid, proposal, order acknowledgement, invoice or otherwise disclosed to Brandt. Brandt's acceptance of the Supplier's Goods and/or Services will not be construed as an acceptance of any terms or conditions contained in any such document provided by Supplier. If a particular Purchase Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to these Terms and Conditions.

**2. Acceptance of Purchase Order:** This Purchase Order will be deemed accepted and will be a binding contract on Supplier, upon Supplier: (a) executing and delivering the acknowledgement copy of the Purchase Order to Brandt; (b) delivering any part of the Goods to Brandt; (c) commencing performance of any Services for Brandt; or (d) upon Supplier accepting any payment made by Brandt related to the Goods or Services, whichever occurs first.

**3. Full Compensation:** Except as otherwise provided in the Purchase Order, the stated purchase price shall be the only compensation payable from Brandt to Supplier for the supply of the Goods and Services and the performance of Supplier's obligations under the Purchase Order. For certainty, the Supplier shall not be entitled to, nor shall it impose, assess, or collect, any interest, late fees, financing charges, or similar amounts in connection with any amounts payable for the Goods or Services.

**4. Price Inclusive:** Unless otherwise specified in the Purchase Order, the stated purchase price shall include all taxes, duties, levies, tariffs, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required or requested by Brandt.

**5. Billing in Advance:** Supplier agrees that fees for Services shall not be invoiced or payable in advance. All fees shall be billed only after the corresponding Services have been performed.

**6. Title to Goods:** Supplier warrants that Brandt shall, upon acceptance, obtain title to the Goods free and clear of all liens, charges or encumbrances of any kind. Title to the Goods shall pass to Brandt upon delivery of the Goods to the location specified in the Purchase Order (or, if no location is identified, to Brandt's place of business) and acceptance of the Goods by Brandt. Title shall pass to Brandt even if the Supplier has not yet been paid.

**7. Risk of Loss:** Supplier will have the risk of loss for all Goods shipped under this Purchase Order until receipt of delivery and acceptance of such Goods by Brandt, at which time risk of loss with respect to such Goods will pass to Brandt. Transfer of risk of loss to Brandt only occurs in circumstances where Brandt has taken care, custody and control of the Goods.

**8. Inspection & Rejection:** All Goods are subject to Brandt's inspection and acceptance or rejection after delivery of the Goods. Brandt may reject any Goods that are damaged, defective, deficient or do not conform with the Terms and Conditions. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No transfer of title or risk of loss, payment, inspection or acceptance of any part or all of the Goods will relieve Supplier from full responsibility of furnishing Goods conforming to the requirements of the Terms and Conditions.

**9. Warranty:** In addition to any other express or implied warranties, Supplier warrants that: (a) all Goods and/or Services supplied will be in accordance with all applicable specifications, drawings, descriptions and other requirements of the Purchase Order; (b) all Goods supplied will be new and undamaged; (c) all Goods will be of good industry standard material and workmanship, will be fit and suited for the purpose or use contemplated by the Terms and Conditions, and will be of merchantable quality; (d) all Services (including inputs and workmanship) will be in accordance with good contemporary standards for such Services in Brandt's industry; and (e) unless a longer period is specified elsewhere in the Purchase Order, all Goods supplied will be free from defects in material, design and workmanship for a period of 18 months following erection of the Goods, or 30 months from the date of Brandt's acceptance of the Goods, whichever is earlier.

**10. Compliance with Laws:** Supplier warrants and agrees that all Goods and Services supplied under this Purchase Order will comply with all applicable federal, provincial and local laws, regulations, ordinances, rules, codes and permits ("Laws") in force at the time of supply and/or performance including, without limitation, all Laws affecting the price, production, use, classification, handling, transportation, storage, sale or delivery of any Goods supplied under the Purchase Order and all applicable occupational health and safety and environmental Laws.

**11. Intellectual Property:** Supplier warrants that neither the Goods nor Services, nor Brandt's use, maintenance or repair of such Goods or Services, will infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

**12. Confidentiality:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Brandt's business (the "Information") which Supplier may obtain in connection with the Purchase Order will be deemed to be confidential. Supplier will not use the Information for its own purposes (other than for fulfilling its obligations under the Purchase Order), nor will Supplier disclose the Information to any third party except as specifically authorized by Brandt in writing.

**13. Use of Information:** Brandt will have the right to make copies of or otherwise use in connection with the Goods and/or Services (including duplicating any components required for the maintenance or repair of any Goods) any drawing or other information provided by Supplier in the course of its performance under the Purchase Order.

**14. Delay:** Time is of the essence of the Purchase Order. Supplier agrees that it will complete delivery of the Goods and/or perform the Services according to the times specified in the Purchase Order. Supplier will not be liable for delays in delivery of the Goods or in performance of its Services due to acts of god, strikes or labour disturbances, pandemic, acts of terrorism or war, governmental orders or other similar cause beyond the reasonable control of Supplier provided that, Supplier immediately notifies Brandt in writing of any such delay, and can demonstrate that the occurrence has delayed the supplier in completing any of its delivery or performance obligations.

If such delay is or is expected to be more than 15 days, Brandt may, at its option, cancel all or any portion of the Goods and/or the Services being supplied under the Purchase Order by giving written notice to Supplier, without further liability on the part of Brandt.

**15. Cancellation for Cause:** Brandt may cancel the supply of any Goods and/or the performance of any Services or any part thereof under the Purchase Order by giving written notice to Supplier, because of Supplier's failure to comply with any of the Terms and Conditions or other provisions pertaining to the Purchase Order including, without limitation, for late delivery of Goods, late performance of Services, delivery of Goods which do not conform with the Purchase Order or failure to provide Brandt, upon request, with reasonable assurances of future performance.

**16. Cancellation Without Cause:** Brandt may cancel the supply of any Goods and/or the performance of any Services or any part thereof at any time without cause at its sole option by giving written notice to Supplier. Upon such cancellation without cause, Brandt will reimburse Supplier for its actual direct costs incurred in respect of the Purchase Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value of any Goods or partially completed Goods, if applicable. Reimbursement for such actual direct costs will be Supplier's exclusive remedy, and will constitute satisfaction of any and all liabilities of Brandt, with respect to any cancellation of the Purchase Order.

**17. Set-off:** Brandt may withhold, set-off or deduct from any amount otherwise payable to Supplier under the Purchase Order, such amount as may be reasonably necessary to reimburse, indemnify or protect Brandt from any amount owing by Supplier to Brandt pursuant to the Purchase Order, or for any loss or damage that may be due to the default by Supplier in any obligation under the Purchase Order or from claims by third parties against Brandt in respect of the Goods or Services.

**18. Survival:** All provisions of the Terms and Conditions which expressly or by their nature survive the termination of the Terms and Conditions or the completion of the Goods or Services will continue in full force and effect after any such termination or completion of Goods or Services.

**19. No Assignment:** The Supplier shall not be entitled to assign any of its obligations under the Terms and Conditions without the Brandt's prior written consent.

**20. Cumulative Remedies:** Except as otherwise expressly provided in the Purchase Order, any rights and remedies specified in the Purchase Order are cumulative and are in addition to any other rights or remedies available to Brandt at law.

**21. Modification:** No revision, modification or waiver of the Terms and Conditions will be binding on Brandt unless such revision, modification or waiver is expressly agreed to in writing signed by a signing officer of Brandt.

**22. Governing Law:** Trade terms used in the Purchase Order shall be interpreted in accordance with the ICC's Incoterms, latest version. The laws of the jurisdiction where the Goods are delivered or the Services are provided (excluding such jurisdictions conflict of laws rules and the United Nations' Convention on Contracts for the International Sale of Goods) will apply to and govern the interpretation, validity and enforceability of the Purchase Order. Supplier hereby attorns to the jurisdiction of the courts of the applicable jurisdiction.

**23. Supplier Indemnity:** Supplier agrees to indemnify, defend and hold Brandt and its affiliates harmless from and against any claims, suits, liabilities, losses, obligations, judgments, damages, costs and expenses (including reasonable legal and other fees) arising from or relating to: (i) any products liability or other claims relating to alleged manufacturing defects with the Goods provided to Brandt under this Purchase Order, including but not limited to personal injury and property damage claims, and claims resulting from or related to negligence, fraud or other failures on the parts of Supplier's suppliers, supplier's agents, officers, employees, subcontractors or other parties contracted by Supplier in the manufacture or provision of the Goods; (ii) any negligent actions or misstatements made by Supplier with respect to the Goods or the manufacture of the Goods finished products; and (iii) any breach by Supplier of its representations, warranties or covenants contained in this Agreement.

**24. Services Provided at Brandt's Facility:** When any aspect of the Purchase Order involves attendance at or the performance of the Services at a Brandt facility, the following additional provisions will apply.

- (a) Supplier and its officers, employees, agents and subcontractors will comply with all reasonable site rules and safety and security regulations established by Brandt.
- (b) Supplier will have complete control and responsibility for the safety and health of its officers, employees, agents and subcontractors while engaged in the Services at Brandt's facility and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of the Services.
- (c) Supplier will obtain all necessary permits and/or licenses and give all necessary notifications for the performance of the Services.
- (d) Supplier will notify Brandt in advance of any hazardous materials that it intends to bring onto Brandt's facility and provide Brandt with the appropriate Material Safety Data Sheets for such materials.
- (e) Where applicable, payment of Supplier's invoices will be subject to compliance with the holdback provisions of any applicable lien legislation and Supplier providing appropriate clearance certificates regarding the payment of Workers' Compensation assessments and provincial sales tax.
- (f) Supplier shall indemnify and hold Brandt harmless from and against any and all claims, demands, damages, losses, expenses, costs (including legal fees), fines and penalties sustained or incurred by or asserted against Brandt arising from or in connection with any negligent act or omission of Supplier or Supplier's officers, employees, agents or subcontractors in the course of performing the Services.
- (g) Supplier will maintain general liability insurance and automobile liability insurance in an amount not less than \$2,000,000 per occurrence. The terms of such insurance must be satisfactory to Brandt, acting reasonably and Supplier will provide Brandt with satisfactory proof of such insurance coverage upon request.