

## PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICATION.** These Purchase Order Terms and Conditions are incorporated by reference into all Purchase Orders issued by CenterLine (Windsor) Ltd ("CenterLine") and shall apply notwithstanding and supersede and be paramount to any terms and conditions or provisions imposed or intended or purported to be imposed on CenterLine by any Quote or other document issued by the Seller to CenterLine; and acceptance by Seller of the Purchase Order and performance of any services hereunder, whether in whole or in part, and including the commencement of any work (in either case whether on the main job or in respect of samples) shall be conclusive evidence of the exclusive application of these terms and conditions and the acceptance by the Seller of these terms and conditions.
- 2. PRICE.** Prices are firm and are not subject to any escalation whatsoever. In the absence of indication of price by CenterLine on the Purchase Order, Seller must not fill the Purchase Order at a price higher than last quoted or charged to CenterLine without CenterLine's written consent. Seller represents that the prices charged for the items or service covered by the Purchase Order are not higher than prices charged for the items or services on similar terms and conditions to other purchasers and that the prices comply with applicable government regulations in effect at the time of Purchase Order placement, sale, or delivery.
- 3. DOCUMENT PRECEDENCE & ATTACHMENTS.** Documents designated by CenterLine including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full herein. Should any ambiguity or inconsistency exist in any portion of the Purchase Order, including any supplemental terms and conditions or other documents attached hereto, the following precedence of documents shall apply to eliminate any such ambiguity or inconsistency: (1) the face of the Purchase Order; (2) attachments containing specifications; (3) attachments containing special terms and conditions including, without limitation, pricing or payment terms; and (4) these general Purchase Order Terms and Conditions.
- 4. CHANGES.** CenterLine reserves the right at any time to change by written notification any of the following: (a) specifications, drawings and data incorporated in this contract where the items to be furnished are to be specially manufactured for CenterLine; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting the Purchase Order. If any change by CenterLine causes an increase or decrease in the cost or the delivery schedule for the Purchase Order, Seller shall make in writing an equitable adjustment in the price or the delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within three (3) working days from Seller's receipt of the change notification.
- 5. ACKNOWLEDGEMENT / FOLLOW-UP.** Seller will acknowledge acceptance of the Purchase Order electronically or in writing within two (2) working days of receipt giving a definite delivery date, or shipping date if transportation is to be provided or arranged by CenterLine. If acknowledgement is not given to CenterLine within two (2) working days, the Purchase Order or any part hereof may, at CenterLine's option, be cancelled. If after acknowledgement of the Purchase Order the Seller finds for any reason, the delivery will not be within the term specified in the Purchase Order or by the definite shipping date, the Seller will promptly notify CenterLine and advise CenterLine of the revised delivery date. CenterLine shall have the option of terminating the Purchase Order without obligation for payment or of accepting the revised delivery date.
- 6. TERMINATION FOR CONVENIENCE.** CenterLine may terminate the Purchase Order for its convenience, in whole or in part, at any time with written or electronic notice to Seller. Upon receipt of such termination, Seller shall promptly comply with the directions contained in such notice and shall, as required, (1) take immediate action necessary to terminate the work as provided in the notice, to minimize costs and liabilities associated with such termination, (2) protect, preserve and deliver in accordance with CenterLine's instructions any property related to the Purchase Order in Seller's possession, and (3) continue the performance of any part of the work not terminated by CenterLine.  
On termination for CenterLine's convenience, Seller at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or completed materials for use in fulfilling the Purchase Order. (a) For completed items or materials, CenterLine shall either require delivery of all or part of the completed goods and make payment at the Purchase Order price, or (without taking delivery) pay Seller the difference, if any, between the Purchase Order price and the market price (if lower) at the time of termination. (b) For uncompleted items or raw or semi-processed materials, CenterLine shall either require Seller to deliver all or part of such goods at the portion of the Purchase Order price representing the stage of completion, or (without taking delivery) pay Seller for such goods which are properly allocable to the Purchase Order a portion of the Purchase Order price representing the stage of completion, reduced by the higher of the market or scrap value of the goods at that stage of completion. (c) For goods which Seller has on firm order, CenterLine may at its option either take an assignment of Seller's right under the order or pay the cost, if any, of settling or discharging Seller's obligation under the order. (d) In all cases, if CenterLine elects to not take delivery of materials, Seller shall return all purchased materials to its suppliers. CenterLine shall have no responsibility to make any payments for materials that are not available for its inspection.
- 7. TERMINATION FOR DEFAULT OF SELLER.** CenterLine may terminate the Purchase Order for default, in whole or in part if: (a) Seller fails to deliver items and material or perform the services required according to the terms and conditions contained herein, (b) at any time, reasonable grounds for insecurity arise as to Seller's expected performance (including timely performance) within two (2) working days after CenterLine's written demand for adequate assurance, (c) Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings, or (d) the Seller displays conduct evidencing its business principles or ethics are inconsistent with CenterLine's Sustainability Principles (F-1148).  
If CenterLine terminates for default, Seller shall be liable for additional costs, if any, for the purchase of such similar goods and services to cover such default. Payments to Seller hereunder shall be the sole remedy available to Seller in

the event of a termination by CenterLine. CenterLine's rights and remedies regarding termination under this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Purchase Order.

- 8. ASSIGNMENT.** Seller may not assign, transfer, or subcontract the Purchase Order or any right or obligation hereunder without CenterLine's written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.
- 9. PACKAGING, PACKING LISTS AND BILLS OF LADING.** Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. The Purchase Order number must be shown on all packing slips, invoices, and correspondence. If information is missing or discrepant, the invoice payment may be detained until adequate information is provided. No additional charges shall be made for packing, crating or cartage unless stated on the front of the Purchase Order. Seller must bill all returnable containers on a separate memo invoice and return transportation charges will be collect and for Seller's account. CenterLine's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.
- 10. HAZARDOUS MATERIAL(S).** Seller shall notify CenterLine of all "hazardous materials" (as defined by the Environmental Laws of the Province of Ontario) which are contained in the Goods included in the Purchase Order. Upon request the Seller shall furnish CenterLine with current copies of all applicable "Safety Data Sheets" for the Goods five (5) working days prior to the shipment of the Purchase Order.
- 11. CERTIFICATES OF ORIGIN.** Upon request, Seller shall promptly furnish to CenterLine all certificates of origin or domestic value-added (e.g., CUSMA/USMCA certificate) and all other information relating to the costs and places of origin of the Goods or the Services and the materials contained therein or used in the performance thereof, as may be required by CenterLine to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold CenterLine, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and the Customer 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: (a) Seller's delay in furnishing such certificates or other information to CenterLine; (b) any errors or omissions contained in such certificates; and (c) any non-compliance by Seller with such regulations.
- 12. DELIVERY.** Unless otherwise stated on the Purchase Order delivery shall be FOB CenterLine's facility (Canada and USA origin) or DAP CenterLine's facility (in accordance with INCOTERMS 2020). Time is of the essence in the performance of Seller's obligations under the Purchase Order. Seller recognizes that CenterLine schedules production and delivery based on the date shown on the Purchase Order and accepts complete responsibility to deliver materials meeting all referenced standards on the exact date and time specified herein. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, weekend, and holiday work without a premium) as may be required to assure timely delivery.
- 13. EXCUSABLE DELAY/FORCE MAJEURE.** Fires, floods, strikes, lockouts, epidemics, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering or CenterLine from receiving any of the goods and services covered by the Purchase Order shall suspend deliveries until the cause is removed, subject however, to CenterLine's rights of cancellation under this Agreement.
- 14. TRANSPORTATION.** Unless otherwise agreed, supplier must comply with the freight instructions provided by CenterLine in the Purchase Order or identified by CenterLine after submission of the Purchase Order but before delivery. Seller shall be liable for all excess shipping or demurrage charges resulting from failure to ship and route as instructed, including shipping prior to date required. Seller's obligations are not severable if delivery or performance occurs in installments. CenterLine is not obliged to accept shipments sent C.O.D. without its consent and may return them at Seller's risk.
- 15. QUALITY AND INSPECTION.** Because CenterLine will place the materials directly into production without further inspection, all materials must be delivered defect free. Seller shall perform any inspections required to ensure that no defective material is received by CenterLine. Seller also assumes all costs for loss or damage to CenterLine and indemnifies CenterLine against loss for claims of products liability resulting from delivery by Seller of nonconforming materials to CenterLine. In addition:
  - (a) Materials delivered hereunder shall meet or exceed all applicable industry and trade association standards, CenterLine specifications and quality standards and the Seller's own internal quality standards and shall be fit for their intended use. It shall be Seller's responsibility to identify any conflicts between any such specifications and bring those to the attention of CenterLine in writing. All goods furnished hereunder will be subject to CenterLine's final inspection and approval within a reasonable time after delivery irrespective of payment date. CenterLine may reject goods not in accordance with the instructions, specifications, drawings, data or Seller's express or implied warranties ("Non-Conforming Goods") or may accept some and reject other Non-Conforming Goods at its option. CenterLine reserves the right to source-inspect goods to be supplied; however, any election to not source-inspect shall not be deemed a waiver of Seller's right of inspection or as acceptance. CenterLine may return rejected goods to Seller at Seller's expense and CenterLine shall have no further obligation for such goods or CenterLine may retain rejected goods and Seller shall pay CenterLine its damages due to them. Payment for any article shall not be deemed acceptable and in no event shall CenterLine incur any liability to pay for rejected goods.
  - (b) CenterLine shall have a reasonable time (not less than ten (10) working days from receipt) to submit claims of count, weight, quantity, loss or damage to delivered goods. CenterLine will calculate damages on claims and deduct the amount from Seller's invoice. If invoice was previously paid, Seller will reimburse the amount of damages to CenterLine.
  - (c) Seller shall assume responsibility for and will pay any and all loss, cost, damage, or expense, including attorney fees, and cost of replacement incurred by CenterLine attributed to CenterLine's rejection of Non-Conforming Goods or to Seller's untimely delivery.

(d) Seller has a responsibility to promptly respond to any request by CenterLine to prepare a quality Corrective Action Report(s), submission of said report(s) to CenterLine, and the prompt resolution of such issues that created the non-conformance.

**16. TITLE.** Title shall pass to CenterLine upon CenterLine's acceptance of goods pursuant to the delivery terms. If CenterLine makes progress payments, title to the goods shall be transferred to CenterLine as payments are made, and in the same proportions as the cumulative payments bear to the Purchase Order price. Seller shall also identify such goods as the property of CenterLine unless CenterLine waives identification.

**17. PAYMENT.** Except as otherwise expressly stated in the Purchase Order, CenterLine shall pay net invoices (subject to applicable withholding taxes, if any) by the later of: (a) sixty (60) days after the Goods were delivered and/or the Services performed, as the case may be; or (b) sixty (60) days after the invoice date.

**18. TAXES.** If the goods furnished under the Purchase Order are for resale (as indicated on the front of the Purchase Order), CenterLine will pay any sales or use taxes imposed on such goods after delivery. Seller will pay all other taxes imposed before acceptance or delivery to the destination point, whichever is later, including property taxes imposed on goods for which title has passed to CenterLine.

**19. SET-OFF, RECOUPMENT.** In addition to 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 CenterLine and its subsidiaries and affiliates, and CenterLine and its subsidiaries and affiliates may set-off against or recoup from any amounts due or to become due from Seller and its subsidiaries and affiliates to CenterLine and its subsidiaries and affiliates however and whenever arising. CenterLine may do so without notice to Seller or its subsidiaries or affiliates. If any obligations of Seller or its subsidiaries or affiliates to CenterLine or its subsidiaries or affiliates are disputed, contingent or unliquidated, CenterLine may defer payment of amounts due until such obligations are resolved.

**20. WARRANTIES.** By accepting the Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with CenterLine's specifications, drawings and data, and Seller's descriptions, promises or samples, and that such goods will be fit for CenterLine's intended use, provided Seller has reason to know of such. In cases where Seller does not understand the intended use of the material, it shall be the Seller's responsibility to learn all that is necessary about the intended use in order to recommend and ensure proper application of the materials by CenterLine. Seller will convey good title to the goods, free and clear from all liens, claims and encumbrances. Seller, without cost to CenterLine, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to CenterLine. If Seller is unable or refuses to repair or replace as CenterLine may require, CenterLine may contract or otherwise repair or replace such defective goods and back-charge Seller for the excess cost. When goods are returned for repair or replacement, CenterLine will not pay for any costs unless it can be unequivocally proven CenterLine was at fault. This warranty shall survive acceptance of the items and is in addition to any warranties of additional scope given to CenterLine by Seller. No implied warranties by the Seller are excluded.

**21. INDEMNITY.** The Seller agrees to defend, indemnify, and save CenterLine harmless against all liabilities, claims or demands whether arising in tort, contract, or otherwise for injuries or damages to any person or property arising out of Seller's act or omissions.

**22. RETURNS.** CenterLine reserves the right, at any time, to return items to Seller, in whole or in part, for credit, repair or replacement. Goods may, at CenterLine's option, be returned at Seller's expense if: (a) delivered in error; (b) in excess of the quantity called for in the Purchase Order; (c) not delivered in accordance with a defined schedule; or (d) exhibiting or developing defects. CenterLine will cover the expense associated with return of material in excess of its requirements. Seller will work to avoid any restocking fees when a return for credit is requested by CenterLine.

**23. RISK OF LOSS.** Risk of loss of all goods shall remain with Seller until receipt of the goods pursuant to the delivery terms. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for goods shall be vested and remain with CenterLine and may be used by CenterLine for any purpose.

**24. COMPLIANCE WITH LAWS.** Seller's performance of its obligations under the Purchase Order shall be in compliance with all federal, provincial, state and local laws, acts, charters, codes, decrees, final judgements, orders of court, ordinances, regulations, rules, and standards applicable to the Purchase Order (collectively, "Laws"). This includes, but is not limited to anti-corruption laws, antitrust laws, employment laws, immigration laws, import-export regulations; and product, environmental, and industry standards in all jurisdictions where Supplier operates, and the Goods and Services are delivered. Seller shall:

(a) furnish CenterLine with certificates of compliance, where required under such applicable Laws or when requested by CenterLine. Each invoice rendered to CenterLine under the Purchase Order shall constitute written assurance by Seller that Seller has fully complied with all applicable Laws.

(b) 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 CenterLine. Upon request, Seller shall furnish CenterLine with information regarding the ingredients of the Goods.

(c) represent that neither it nor any of its subcontractors or suppliers have or will utilize child labor or any form of forced or involuntary labor in the supply of the Goods or the Services under the Purchase Order.

(d) disclose if conflict minerals are present in, or were used in the production of the goods, cooperate in traceability reporting, and resolve to replace such materials or to establish alternate responsible and sustainable sources of supply.

(e) indemnify and hold CenterLine, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and the Customer harmless from and against all liabilities, claims, demands, losses, costs,

damages and expenses of any kind and nature (including personal injury, property damage, consequential and special damages) arising from or as a result of Seller's failure to comply with this clause.

- 25. PATENTS.** Seller shall, at its expense, defend any suit or proceeding brought against CenterLine, its successors and assigns, based on any claim that any goods or any component part delivered or furnished hereunder infringes or the like the rightful claim of any third party including any Canadian or foreign letters patent or trademark or copyright (excepting infringement or the like necessarily resulting from adherence to specifications furnished by CenterLine). CenterLine agrees to notify Seller in writing or electronically of any such claim and to provide such assistance, at Seller's expense, as may be reasonably required in defending the suit or proceeding. Seller shall pay all damages, costs and attorney fees awarded in any suit or proceeding. If the goods or any component part furnished hereunder are held to infringe and their use is enjoined, Seller shall, at its option and its own expense, (a) procure for CenterLine and its successors and assigns, the right to continue using the goods, (b) replace them with a substantially equivalent non-infringing product acceptable to CenterLine, or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to CenterLine. Absent (a), (b), (c), CenterLine reserves its rights at law, or at its option may return the infringing goods to Seller at Seller's expense and Seller promptly shall refund the purchase price to CenterLine.
- 26. NONDISCLOSURES.** If CenterLine discloses or grants Seller access to any research, development, technical, economic or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Seller agrees, as a condition of receiving such information or "know-how," that Seller will not use or disclose any such information to any other person at any time, except as may be necessary in the performance of the Purchase Order, without CenterLine's written consent. Seller shall use such information only to perform this contract. Notwithstanding the foregoing, CenterLine shall bear no responsibility for errors or omissions in CenterLine's information.
- 27. USE OF CENTERLINE'S NAME.** Seller will not, without the prior written consent of CenterLine, in any manner publish the fact that Seller has furnished or contracted to furnish CenterLine goods and/or services, or use the name or trademarks of CenterLine, its products, or any of its associated companies in Seller's advertising or other publications. If Seller places on the goods a CenterLine trademark and/or identifying mark, as specified by CenterLine, or if goods specified in the Purchase Order are peculiar to CenterLine's design, they will not bear the trademark or other designation of the maker or Seller and similar goods will not be sold to anyone other than CenterLine.
- 28. PROPERTY FURNISHED TO SELLER BY CENTERLINE.** All special dies, molds, patterns, jigs, fixtures, component parts, raw material, and any other property which CenterLine furnished to Seller or specifically pays for, for use in the performance of this contract, shall be and remain CenterLine's property, shall be subject to removal upon CenterLine's instruction, shall be for CenterLine's exclusive use, shall be held at Seller's risk, and shall be kept insured by Seller and at Seller's expense while in its custody or control in an amount equal to the replacement cost, with loss payable to CenterLine. Seller will furnish copies of policies or certificates of insurance on CenterLine's demand. Seller will not create or allow to arise any lien, claim or encumbrance by any third party against property furnished or owned, through progress payments made, by CenterLine. Seller shall execute UCC-1 forms and a separate security agreement, as required by CenterLine, identifying CenterLine's security interests in such property.
- 29. PURCHASE ORDER INCONSISTENCIES AND CONFLICT RESOLUTION.** It is Seller's responsibility to comply with these and all referenced documents and to clarify with CenterLine any inconsistencies or conflicts in any parts of the Purchase Order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact CenterLine to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of Purchase Order placement shall apply.
- 30. WAIVER.** CenterLine's failure to insist on Seller's strict performance of the terms and conditions of the Purchase Order at any time shall not be construed as a waiver by CenterLine for performance in the future.
- 31. APPLICABLE LAW.** The terms of the Purchase Order shall be construed under the Laws of the Province of Ontario and the Federal Laws of Canada applicable therein and such Laws shall govern both as to questions of formation of contract and interpretation and construction thereof. Without limiting the generality of the foregoing, the parties agree that the United Nations convention on contracts for the international sale of Goods and the International Sale of Goods Act, R.S.O. 1990, c. I.10, and any amendments thereto, shall not apply to the Purchase Order. Furthermore, and without limiting the generality of the foregoing, where Seller is located in the Province of Quebec, it is expressly agreed that the laws of the Province of Quebec, including the civil code for the Province of Quebec, shall not apply to the Purchase Order.
- 32. RELATIONSHIP OF THE PARTIES.** Seller and CenterLine are independent contracting parties and nothing in the Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does the Purchase Order grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under the Purchase Order shall be considered as employees of CenterLine.
- 33. GIFTS/GRATUITIES.** Seller warrants that it has neither accepted nor provided gratuities of any kind from or to any employee of CenterLine in connection with the placement of the Purchase Order.
- 34. COMPLETE AGREEMENT.** This document and any other documents mentioned on the face hereof, constitute the entire agreement between the parties on this subject. All prior representations, negotiations or arrangements on this subject matter are superseded by these terms and shall not form a basis for interpretation of these terms. All amendments to these terms must be agreed to in writing by CenterLine.