



PURCHASE ORDER TERMS AND CONDITIONS

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Agreement and Acceptance:** Each purchase order, together with these Terms and Conditions, any releases, and any documents specifically referenced herein (collectively, an “order” or “purchase order”), is an offer by Renin Canada Corp or its applicable affiliate or subsidiary (“Buyer”) to the party to whom such order is addressed (“Seller”) to purchase the goods and/or services (collectively, “items”) described therein, and it shall be the complete and exclusive statement of such offer and agreement. Any of the following acts by Seller shall constitute acceptance of this order and all of its terms and conditions: delivery of any of the items ordered; commencement of performance; informing Buyer of Seller’s acceptance or commencement of performance; returning Seller’s own form of acknowledgment; or notice to Buyer of delivery schedule. Any term or condition stated by Seller in any proposal or in acknowledging or otherwise accepting this order, or in any invoice, whether verbally, in writing or electronically, is expressly rejected and shall not be binding on Buyer unless specifically accepted by Buyer in writing. Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. An order does not constitute an acceptance by Buyer of any offer, quotation, or proposal by Seller. Any such offer by Seller is expressly rejected and is replaced in its entirety by the offer made up of the order.

2. **Delivery, Transit, Quantity:**

- A. **Delivery:** Seller shall furnish the items called for by this order in accordance with the delivery terms stated on the face of this order. If delivery dates are not stated, Seller shall offer Buyer its best delivery dates (which shall be subject to written acceptance by Buyer). Buyer may defer payment or return at Seller’s expense, any items delivered in advance of the scheduled delivery date or in excess of the quantity specified for such items. Time is of the essence for this order. No acts of Buyer shall constitute a waiver of this provision. Seller agrees to perform in a timely fashion and shall be responsible for any damages or losses incurred by or through Buyer as a result of untimely performance. Any premium shipping expenses over and above Buyer’s approved shipping rates and/or other related expenses necessary to meet delivery schedules set forth in Releases shall be Seller’s sole responsibility, unless the delay or expense was solely the result of Buyer’s negligence and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of the alleged negligent action of Buyer giving rise to such claim
- B. **Notice of Delay:** Whenever an actual or potential reason for delay (including but not limited to labor disputes), delays or threatens to delay the timely performance of this order, Seller agrees to immediately notify Buyer in writing of all relevant information and to make and pay for all necessary changes to fulfill its obligations hereunder and mitigate the potential impact of any such delay. Any such notice shall not relieve Seller of liability for failure to make timely delivery.
- C. **Cessation of Production:** Seller shall give Buyer at least 180 days prior written notice of the permanent discontinuance of production of items covered by this order. Any such notice or discontinuance shall not relieve Seller of its obligation to deliver all items for which Seller has accepted orders.
- D. **Title, Responsibility, and Risk of Loss:** Seller agrees to deliver the materials furnished hereunder DDP (Incoterms 2020) Buyer’s destination or other mutually agreed destination, and insure such materials for the full value thereof while in transit to the Buyer, any terms and

conditions to the contrary notwithstanding. Seller shall bear all risk of loss on items covered by this order until final acceptance at destination specified on the face of this order. Notwithstanding Seller's assumption of risk and responsibilities under this provision, title to the goods shall transfer to Buyer upon Seller's delivery to carrier.

- E. **Packing and Labeling:** Items shall be properly packed and labeled in accordance with industry best practices and any written instructions from Buyer. Seller shall not charge for packaging, packing or boxing, unless Buyer has agreed to such charges in writing. Seller shall not combine in the same container, material that is to be delivered to different receiving locations. Exterior containers shall be marked with the following: 1. Address, including specified details; 2. Purchase order number; 3. Part number; and 4. Special markings called for on purchase order or release.
- F. **Shipping Documentation:** Bills of Lading shall reference purchase order number and Receiving address. The original copy of the bill of lading shall be mailed to: Buyer's applicable Accounts Payable Department with the invoice not later than the day following shipment. Seller shall include an itemized packing slip with all shipments that will adequately identify the goods shipped, including part number.
- G. **Shipping and Approved Carriers:** On orders where Buyer either pays for or reimburses Seller directly for shipping costs, goods shall be shipped in accordance with routing instructions furnished by Buyer. If such instructions are not received, goods shall be shipped via least expensive method sufficient to meet delivery requirements, but always through Renin Canada Corp approved carriers.
- H. **Test Reports:** All Test Reports or other test results shall be provided to Buyer upon request at Seller's expense.
- I. **Hazardous Materials:** If the products or materials to be shipped under this purchase order have been classed as hazardous materials by the Government of Canada, Seller warrants that the product shall be packaged, marked, labeled and transported in full compliance with all applicable laws. Seller shall hold harmless and indemnify Buyer for Seller's failure to comply with the requirements of this provision.

3. Pricing, Invoices & Taxes:

- A. **Firm Prices:** Prices charged for items listed on the purchase order are not subject to increase, including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor or overhead, unless specifically agreed to by Buyer on the face of a purchase order amendment.
- B. **Invoices:** Payment of invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Seller shall render a separate invoice to Buyer's Accounts Payable Department on the day each shipment is made pursuant to this order and shall indicate thereon the applicable purchase order number. The terms of payment for this order is net 60 days unless otherwise indicated on the face of the order. Seller's invoice shall show the destination to which the material invoiced was shipped.
- C. **Lowest Prices:** Seller warrants that the prices charged for the items covered by this order are as low as the lowest prices charged by the Seller to any other customers for similar items in the same or smaller quantities and under like circumstances.

D. **Setoff:** In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates, and Buyer may setoff against or recoup from any amounts due or to become due from Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates however and whenever arising, including but not limited to the Buyer's attorneys' fees and costs of enforcement. In the event that Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk.

4. **Seller's Financial Status:** Buyer shall have the right to terminate this order or any part thereof for default without further cost or liability to Buyer if any one of the following occurs: filing of a voluntary petition in bankruptcy by Seller; filing of an involuntary petition to have Seller declared bankrupt; the appointment of a receiver or trustee for Seller; or the execution by Seller of an assignment for the benefit of creditors.

5. **Changes:** Buyer may at any time, by written change order, suspend performance of this order in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, alter the time or place of delivery, or require additional or diminished work. Seller's claims for adjustment under this Article shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date Seller receives the change order. Any such claim by Seller for adjustment to time for performance or cost must be solely and directly the result of the change directed by Buyer and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. Buyer shall have the right to audit any information provided by Seller in support of a claim. Nothing in this paragraph shall excuse Seller from performing under the order as changed pending resolution of any claim by Seller for adjustment to time or cost.

6. **Inspection, Rejection, Acceptance:** All items covered by this order may be inspected and tested by Buyer or its designee, at all reasonable times and places. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. All inspection records relating to items covered by this order shall be available to Buyer during the performance of this order and for such longer periods as specified by Buyer in its acceptance of the inspection procedures. The material furnished hereunder shall have zero defects, and Seller has the obligation to properly inspect such items prior to delivery to Buyer. If any items covered by this order are defective or otherwise not in conformity with the requirements of this order, Buyer may, (i) rescind this order as to such items; (ii) accept such items at an equitable reduction in price; or (iii) reject such items and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such items are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) replace, obtain or correct such items and charge Seller the cost occasioned Buyer thereby, or (ii) terminate this order for cause as provided in Article 16(b). Material rejected is to be returned to Seller, at Seller's expense, for transportation both ways.

7. **Indemnification, Liability, Costs or Expenses:** Seller shall indemnify, protect, defend and save Buyer harmless from all suits, claims, loss, damages, injuries, costs or expenses (including attorneys fees and other costs of litigation) arising out of, or in any way connected with, Seller's performance, or breach, of any purchase order (including with regard to the failure or malfunction of any product or material furnished hereunder and the consequences of such failure or malfunction), whether incurred by way of litigation, settlement, ADR, or prelitigation proceedings. Should the execution of this order involve work on premises other than those regularly occupied by Seller, Seller shall indemnify, protect, defend and save Buyer harmless from and against all claims for injury (including death) to persons or damage to property caused by Seller's act or omission during the performance of the work. In the event that Buyer is held liable or incurs any cost or expense due to Seller's delay, or negligence, improper performance or failure to perform or for

any defect or malfunction in any material or product, Seller shall indemnify Buyer and pay for all such liability, costs or expenses. **Insurance:** During the performance of the work Seller shall maintain insurance covering its liability to its employees and to others, including its liability to Buyer, under the provisions of this Agreement, in types, amounts and with companies satisfactory to Buyer, and Seller shall furnish Buyer, when requested, insurance certificates certifying that such insurance is in effect. If requested by Buyer, Seller shall name Buyer as additional insured on its Commercial General Liability and Automobile Liability policies, which, along with Seller's Workers' Compensation and Property policies, shall contain a waiver of subrogation in favor of Seller. Seller's insurance shall be primary and non-contributory to the insurance of Buyer.

8. **Warranty:**

- a. **Warranty:** In addition to any warranty implied by fact or law, Seller expressly warrants all items: (i) will be free from defects in design, manufacture, workmanship and materials, (ii) will conform strictly to applicable specifications, drawings, and approved samples, if any, (iii) will be fit and sufficient for the purpose intended, (iv) will be merchantable, (v) do not, and are not claimed to, violate any patent, trademark or copyright, and may be properly imported into Canada or any other country, (vi) in the case of services, all services shall be performed in a competent, workmanlike manner consistent with industry best practices, (vii) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer, and (viii) shall be manufactured and provided in accordance with all applicable federal, provincial, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in Canada or any other country where they will be sold or used.
- b. **Survival:** All warranties, together with all other service warranties of Seller, shall run to Buyer, its successors, assigns and customers. All warranties shall survive inspection, test, acceptance of and payment by Buyer. Seller further warrants that all goods sold and services provided to Buyer shall in all respects meet or exceed applicable safety standards of any applicable governmental and industry codes and standards, and that all work will be performed in a professional manner.
- c. **Remedies:** If Buyer experiences any breaches of a warranty, Buyer shall have the right, in addition to exercising all other rights Buyer may have under the Uniform Commercial Code and any other applicable statutes or law, to take the following actions, at Buyer option: (i) retain the defective items in whole or in part with an appropriate adjustment in the price for the goods; (ii) require Seller to repair or replace the defective items in whole or in part at Seller's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective items with similar items and recover the total cost relating thereto from Seller, including the cost of product recalls; or (iv) reject the defective items.

9. **Limitation on Buyer's Liability:** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT SHALL BUYER'S MAXIMUM LIABILITY TO SELLER EXCEED THE FACE VALUE OF THIS PURCHASE ORDER.

10. **Intellectual Property:**

- a. **Intellectual Property:** The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be

proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act

- b. **Ownership:** Seller acknowledges that Buyer, or Buyer's end customer as applicable, remains the owner of any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or other intellectual property (collectively, "Design Materials") provided to Seller. Any Design Materials that are created in the course of performing any purchase order and any associated intellectual property rights therein are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with each purchase order are "works made for hire" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act.
- c. **Indemnity and Defense:** Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents, copyrights or other intellectual property matters relating to any material or article furnished pursuant to this order, except for any such infringement resulting from detailed designs provided by Buyer, and Seller shall indemnify, hold harmless and defend Buyer and its customers in connection with all suits, claims, liability, loss, damages, costs or expenses arising out of or in any way connected with such alleged infringements. Buyer shall have the right at no additional charge to use and/or reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. Seller shall supply Buyer with any updated information relative to such literature and documentation.

11. Proprietary Information: All written or electronic information obtained by Seller from Buyer in connection with this order is received in confidence and shall remain the property of Buyer regardless of whether Buyer labels such information confidential or proprietary or does not label it at all, and shall be used and disclosed by Seller only to the extent necessary for the performance of this order.

12. Publicity: Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order or which shall make use of Buyer's name without the prior written consent of Buyer, except as may be reasonably required to perform this order.

13. Tooling:

- a. **Buyer's Property:** Should Buyer furnish or Seller furnish at Buyer's expense, tooling (including materials, drawings, tools, dies, jigs, gauges, fixtures, patterns, molds, testing apparatuses, machinery, equipment and the like), such tooling shall be the property of Buyer ("Buyer's Property"). Seller will: (i) properly house and maintain the Buyer's Property on Seller's premises; (ii) not use the Buyer's Property for any purpose other than for performance under the purchase order; (iii) prominently mark the Buyer's Property as property of Buyer; (iv) refrain from commingling the Buyer's Property with the property of Seller or with that of a third party; (v) adequately insure the Buyer's Property against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (vi) take reasonable steps to ensure that the Buyer's Property does not become subject to any liens or other claims; and (vii) not move the Buyer's Property to another location whether owned by Seller or a third party, without the prior written consent of Buyer. .
- b. **Possession:** Upon written request, Seller, at its expense, shall immediately deliver the Buyer's Property to Buyer. Buyer will have the right to enter Seller's premises at reasonable times to inspect the Buyer's Property and Seller's records pertaining thereto. Seller expressly waives

and releases, and agrees not to file or otherwise assert or prosecute or suffer to permit any statutory, equitable or other liens, including but not limited to equitable or other liens, including but not limited to any molder liens, tool liens, builder liens and the like, that Seller has or might have on or in connection with the Buyer's Property for all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Buyer's Property.

- c. **Risk:** Seller shall assume all risk associated with use of the Buyer's Property including, but not limited to, risk of death or injury to persons or damage to property.
- d. **Components and Materials:** When Buyer furnishes any material for the manufacture of parts or assemblies Seller shall not substitute material from any other source nor shall Seller alter the physical or chemical properties except with Buyer's written approval. Should Seller be unable to deliver goods pursuant to this purchase order then in addition to tooling, Buyer, by written notice, may vest in itself title to finished parts, raw materials or work in process associated with this purchase order, and Seller shall deliver all such material to such location or locations outside its facility as may be designated by Buyer.
- e. **Seller's Property:** Buyer shall have the option, upon termination of this purchase order, to purchase, at Seller's cost less depreciation, all machinery of Seller utilized in the manufacture of goods pursuant to this purchase order which are not goods of Seller's design.
- f. **Insurance:** If Seller has blanket insurance already in effect that Buyer can use for any such company tooling, Seller shall not include any insurance cost for that purpose, in the prices charged hereunder.

14. Prime or Customer Contract Requirements: When the Seller's work hereunder will form a part of the work, whether goods or services, under a contract that Buyer has with another or others, Seller agrees, by its acceptance hereof, to be bound to Buyer in the same manner and to the same extent that Buyer is bound to its customer. Seller further agrees that Buyer's contract with its customer is incorporated herein and forms an integral part of this order/agreement and that it has examined the drawings, specifications, terms and conditions of such contract and that it will be bound by such drawings, specifications, terms and conditions. Access to all such documentation will be provided to Seller upon request

15. Assignment and Subcontracting: No purported assignment or subcontracting of the work by Seller shall be binding on Buyer without Buyer's written consent. Seller shall not subcontract any work called for by this order without Buyer's prior written approval.

16. Termination:

- A. **For Convenience:** Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller, in which case Buyer will pay reasonable cancellation charges in accordance with industry practice. In no event shall cancellation charges exceed the total contract price.
- B. **For Cause:** If (i) Seller fails to make any delivery or perform any services in accordance with specified delivery dates or otherwise fails to comply with this order and does not remedy such failure within a reasonable time after receipt of written notice thereof, (ii) Seller fails to make progress to such an extent that performance of this order is endangered, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or for appointment for the benefit of creditors, or (iv) Seller commits any other breach of this order, Buyer may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by written notice to Seller without any liability and may purchase substitute items elsewhere. Seller shall be liable to Buyer for any cost occasioned Buyer thereby.

Buyer also may require Seller to transfer title and deliver to Buyer any completed supplies, and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of such part of this contract.

- 17. Excessive Stock:** To avoid excessive stocks of fabricated parts in the event of a reduction or termination of this order, Seller shall manufacture only sufficiently in advance of the schedule set forth herein to meet the deliveries required by such schedule, unless expressly permitted to exceed that schedule by Buyer.
- 18. Raw Material:** Seller agrees it is responsible for its own raw material supplies. Buyer shall not be billed for such supplies upon the cancellation of orders or any other reasons.
- 19. Entirety of Agreement:** This purchase order constitutes the entire agreement between Seller and Buyer, with respect to the material furnished hereunder, unless subsequently modified in writing signed by both parties or by supplemental documents furnished by Buyer pursuant to this Agreement.
- 20. Compliance with Laws:** By the acceptance of this order Seller represents and warrants to Buyer that in performance of this order it will fully comply with all applicable laws, ordinances, regulations, titles, labor agreements and working conditions to which the goods are subject.
- 21. Choice of Law and Forum Selection:**
- A. **Governing Law:** This purchase order and all questions arising therefrom shall be governed and construed in accordance with the laws of the Province of British Columbia and the Government of Canada. The United Nations Convention on the International Sale of Goods is expressly excluded.
 - B. **Exclusive Jurisdiction:** Seller consents to the exclusive jurisdiction of the appropriate provincial court in British Columbia or, if original jurisdiction can be established, in the federal court in the province of British Columbia, for any legal or equitable action or proceeding arising out of, or in connection with, each Purchase Order. Seller specifically waives any and all objections to venue in such courts.
- 22. Safety Policy:** Minimum Safety Requirements for Sellers/Contractors Working on Buyer's Project Sites are contained herein; and if Seller is unable or unwilling to comply with such requirements, the purchase order can be withdrawn without further recourse by Seller. Specifically, and without limitation, Seller agrees to: 1. Comply with the applicable occupational health and/or safety legislation or regulations.. 2. Supply to employees and require that all employees wear specified safety equipment. 3. Adhere to all Buyer's safety requirements and instructions as indicated by Buyer or Buyer's representatives. 4. Immediately prior to commencement of any work or service, contact a responsible Buyer representative.
- 23. Waiver:** The failure of Buyer to insist upon the performance of any provision of this order shall not be construed as waiving any such provision or any other provision. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clauses.
- 24. Gratuities:** It shall be deemed a default subject to termination if it is found that Seller made, directly or indirectly, any bribes, kickbacks, or other payments, regardless of form, whether in money, property, or services to any person or entity acting on behalf of Buyer, to obtain favorable treatment in securing business or to otherwise obtain special concession, or to pay for favorable treatment for business secured or for special concessions already obtained.
- 25. Notice to Seller's outside Canada:** Unless otherwise indicated on the face of this order, please supply the following documents: (a) Canada Customs Invoice – four (4) copies (b) Free Trade Agreement (certificate of origin, where applicable) two (2) copies (c) Packing List – two (2) copies (d) Bill of Lading –

two (2) copies to travel with the order for customs clearance by our custom broker as stated on face. Email copies of all documents to renin@probuslogistics.com.

26. Miscellaneous:

- A. **Electronic Communications/Signatures:** Seller shall comply with any method of electronic communication specified by buyer, including requirements for electronic funds transfer, purchase order transmission, production releases, electronic signature, and communication.
- B. **Severability:** If any term(s) of the order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the order shall remain in full force and effect.
- C. **Notices:** All notices, claims and other communications to Buyer required or permitted under the purchase order shall be made in writing and sent by a nationally recognized overnight delivery service or by certified or registered mail, return receipt requested and proper postage prepaid to the specific buyer identified on the purchase order. Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the purchase order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.