

## 1. Application and Precedence

1.1 By the Supplier's (hereinafter the "Supplier" or "You") acceptance of the Purchase Order ("PO") and these accompanying Terms and Conditions shall create a legally binding contract between Albarrie Canada Limited, Albarrie Environmental Services Limited, or Albarrie GeoComposite Limited, or any affiliate or subsidiary of the aforementioned entities (hereinafter "Albarrie") and the Supplier for the purchase of specific Goods/Services (hereinafter "Goods" or "Service") as outlined in the attached PO together with any changes to this PO made in accordance with constitute the entire agreement between Albarrie and the Supplier for the Goods/Services specified in the PO. The PO supersedes and replaces all prior agreements, whether in writing or verbal between Albarrie and Supplier for the Goods/Services referenced in the PO. The PO may be changed only by written agreement of Albarrie and the Supplier in a written change order, written addendum or supplementary written agreement.

1.2 The Supplier shall display the complete PO number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.

1.3 These Terms and Conditions shall be binding upon the Supplier, its employees, agents, servants, contractors, substitutes, permitted assignees, successors and heirs.

## 2. Supplier

2.1 Supplier represents and warrants that it has requisite competence, knowledge, experience and skills to perform Services and/or has the means to deliver the Goods in accordance with the delivery date and quantity as set out in the PO. When providing Services, the Supplier shall exercise all reasonable skill, care and due diligence; perform all work in a good, workmanlike, professional and timely manner to the satisfaction of Albarrie and in accordance with applicable professional and industry standards; be responsible for delivering and supplying all tools and equipment necessary to perform the Services, unless otherwise agreed in writing by Albarrie.

## 3. Laws, Licenses and Permits

3.1 The Supplier represents and warrants that it has complied with and shall comply with all applicable laws, including without limitation; export control, environmental protection, health and safety, labour, and employment laws in all relevant jurisdictions. The Supplier shall, at its expense; obtain and maintain all licenses, certifications, designations, permits, inspections and approvals, necessary for the delivery of the goods or performance of the Services. The Supplier shall comply with applicable Albarrie Policies and Procedures in effect at time of acceptance of the PO or delivery of the Goods or Service; whichever is later.

3.2 Without limiting the general interpretation of the previous sentences the Supplier shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, (AODA) and its regulations and with Albarrie's Policies and Procedures in order to fulfill Albarrie's commitment to meet the accessibility needs of persons with disabilities, as applicable. Suppliers must provide this information if requested by Albarrie.

3.3 Without limiting general interpretation of the previous sentences Supplier shall obtain and maintain all appropriate Workplace Safety and Insurance Board (WSIB) coverage, or its equivalent, in all applicable jurisdictions, covering its employees and claims for personal injury or death in connection with the PO and provide both WSIB and proof of registration and good standing to Albarrie upon request. Failure to provide this upon request shall be deemed to be a fundamental breach of PO.

## 4. Delivery, Packaging, Labeling of Goods

4.1 The Supplier shall deliver the Goods in accordance with terms of the PO. Unless otherwise specified in the PO, all Goods shall be delivered duty paid (DDP), as defined in the International Chamber of Commerce's "Incoterms 2020", to the destination named in the PO. Partial delivery of Goods requiring must be approved in advance by Albarrie. The Supplier is solely responsible, at its sole expense, for all shipping arrangements and for all damage or loss resulting from transportation, faulty packing or handling of the Goods, except where PO terms define otherwise.

4.2 The Supplier shall package and ship the Goods in accordance with the method of transportation, industry standards and in compliance with all applicable laws in all applicable jurisdictions.

4.3 The Supplier shall use all necessary protective measures to ensure safe delivery to Albarrie, prevent damage to the Goods during transportation and make sure the Goods arrive free of moisture, rain, rust, shock, corrosion or any other type of degradation according to characteristics and requirements of Goods.

4.4 Goods shipped to Albarrie must be properly packaged and prepared for storage. Goods must be packed in containers according to industry best practices at no extra cost to Albarrie. Each container must indicate the following information: the name of shipper, name of receiver, container weight, total number of containers in shipment, brief description of contents, name and address of destination building as well as PO number. This is not an exhaustive listing, but a minimum requirement.

Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous Goods as defined under applicable hazardous products Laws.

4.5 Packing slips must be in a waterproof envelope affixed to the outside of the container. If this is not possible, the container must bear a visible inscription stating PACKING SLIP INSIDE.

4.6 All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval, be certified for the intended use in Canada by a certification organization accredited in Canada and conform to industry standards and all applicable laws and regulations.

4.7 Title and risk to all Goods delivered to Albarrie shall be in accordance with the terms on the PO.

4.8 Where a date for delivery is stated in this PO, time is of the essence. The Supplier will be responsible to ensure that such delivery is made, and will notify Albarrie immediately in writing of any delays and the reason(s) for the delay, which Albarrie may decline to accept in its sole and unfettered discretion

4.9 Albarrie reserves the right, by delivery of notice to the Supplier to cancel the PO in whole or in part for the Supplier's failure to deliver or install in the quantities and with the specifications described in the PO. Election of this right by Albarrie shall be without liability or cost to the Supplier. The right to terminate the PO shall be in addition to any other rights and remedies of Albarrie.

## 5. Acceptance

5.1 Goods and/or Services are subject to the required inspection and approval by Albarrie as outlined above. The Supplier shall submit a certificate of acceptance to Albarrie upon request. Albarrie shall within 30 days after delivery the right to inspect/test and to refuse acceptance of Goods and/or Services that do not conform to Albarrie requirements or specifications as set out in the PO or required specifications. If Albarrie elects to refuse the Goods, Albarrie will return the Goods at the Supplier's expense and the Supplier shall credit Albarrie accordingly within fifteen (15) days of return of the Goods to the Supplier.

5.2 At all times governed by these Terms and Conditions it is acknowledged by the Supplier that notwithstanding any contractual terms or norms; Albarrie's payment for Goods and/or Services shall not be deemed an acceptance of the Goods and/or Services provided. Only the formal acceptance by Albarrie in accordance with the above written terms shall be deemed to be effective acceptance by Albarrie.

5.3 In the event that agreed Incoterms would be other than 'DDP', Albarrie reserves the right to inspect the Goods at the Supplier's facility, during manufacturing, or in the ports or places of shipment. The Supplier shall cooperate and provide necessary access to all facilities necessary for such inspections, in the sole opinion of Albarrie. Inspections prior to shipment shall not relieve Supplier of any of its obligations under these Terms and Conditions.

## 6. Invoice and Payment

6.1 Unless Albarrie agrees in writing of a different method or payment, the Supplier will send all invoices by email or postal mail to the invoicing address indicated in the PO. Information on the invoice must match the information in the PO, including the Contract number (where applicable), description of the Goods and/or Services, value before any applicable fees or taxes and the amount of any such applicable fees and/or taxes. If an invoice does not match the PO or is missing information Albarrie will not pay the invoice and said invoice will be returned to the Supplier for correction without causing any prejudice or eliciting any penalty to Albarrie.

6.2 Albarrie shall pay to the Supplier the amount of the invoice in Canadian funds, or in the currency indicated in the PO on the terms agreed on the PO, subject to the Supplier's performance of its obligation and Albarrie's acceptance that the Goods and/or Services are to its satisfaction. Albarrie is not responsible for non-payment or late payment of invoices sent to an address other than the one indicated in the PO or for incorrect or incomplete invoices. Albarrie will calculate any applicable discounts from the date of the invoice.

## 7. Assignment and Subcontract

7.1 The Supplier shall not assign, subcontract or make any other disposition of this PO or of any of its rights, claims, liabilities or obligations under the PO without the prior written consent of Albarrie, which may be arbitrarily withheld. The Supplier agrees that assignment or any permitted subcontract shall contain a provision that states that the subcontractor or assignee shall honour, perform and observe the obligations under the Contract and/or the PO, and that these Terms and Conditions shall form part of and incorporated into the assignment. In the instance of any conflict between the terms of a permitted assignment and these Terms and Conditions, the terms and conditions contained herein shall govern.

## 8. Warranty

8.1 The Supplier shall provide Albarrie with all manufacturer/industry warranties, including, but not limited to a warranty as a minimum for a twelve (12) month period as of; i) the date of acceptance of the Goods or, ii) the utilization of the Goods or, iii) first commissioning of the Goods, or iv) the completion of the Service; whichever is later. The Supplier also represents and warrants that unless otherwise specifically indicated to Albarrie and accepted as such in writing; the Goods are new and unused, sound, of good quality, free from defects in workmanship, material and design, fit for the purposes for which they are ordinarily used and for any purposes expressly made known to the Supplier and that the Services or Goods do not infringe any patent, copyright, trademark or other intellectual property right and that they conform to the requirements and specifications under this PO. If there are defects or non-conformities and it is not possible to restore the required operation of the Goods or part of the Goods, the Supplier shall, at the election of Albarrie, either replace the Goods with equivalent or better product at no additional cost to Albarrie, reduce price in this PO accordingly, or accept for return the Goods or part of the Goods and reimburse any payments made by Albarrie under this PO. Spare parts shall be kept available until at least five (5) years after the delivery of the Goods as applicable. The Supplier shall indemnify and hold harmless Albarrie for all claims made by any party related to a breach of these obligations of the Supplier.

## 9. Termination & Force Majeure

9.1 Albarrie may at any time temporarily suspend the performance under the PO or terminate the PO by notice to the Supplier stating the effective date of the suspension or termination. a) In the event Albarrie terminates the PO, the extent of Albarrie's liability to the Supplier is limited to payment, for all compliant Goods supplied or Services performed in accordance with the PO up to and including the effective date of termination. This payment shall discharge Albarrie from all liability or obligation to Supplier in connection with the PO or its termination.

9.2 Albarrie may at any time, at its sole discretion declares a Force Majeure event upon the occurrence of any event beyond the control of Albarrie that shall impact the ability of Albarrie to operate its business in the normal course. Such declaration shall be made in writing to the Supplier notifying said Supplier of the Force Majeure event, and Albarrie's plans to remediate the issue (if any) and the estimated timeline for the remedy. Albarrie shall be relieved from all obligations under the PO, including any demands for payment until the passing of the Force Majeure event. Notwithstanding anything in this agreement, the Parties to this agreement acknowledge that the right of Albarrie to declare a Force Majeure event shall be cumulative to any other right of Albarrie, and that the Supplier shall forebear any enforcement of its rights under the PO during the Force Majeure event.

## 10. Confidential Information

10.1 The Supplier acknowledges that in providing Goods or Services to Albarrie it may acquire information about matters that are confidential to Albarrie. Such information may become available in any format; and said information is the exclusive property of Albarrie and includes without limitation:

all information concerning its products and designs including trade secrets; lists of present and prospective customers, and related information; pricing and sales policies, techniques, costs, and concepts; product development plans, customer surveys; and any other information relating to Albarrie's production, distribution and sales. Any information related to Albarrie's financial position or records.

The Supplier acknowledges that such information could be used and/or should have been known if not kept Confidential to be used to the detriment of Albarrie, and further acknowledges that the right to maintain the confidentiality of such information constitutes a proprietary right which Albarrie is entitled to protect. Breach of this obligation of confidentiality may not be entirely resolvable through a claim for monetary damages, and the Supplier acknowledges that Albarrie may seek a permanent injunction to prohibit the further dissemination by the Supplier of Albarrie's confidential or proprietary information.

10.2 The Supplier covenants to treat confidentially all such information and agrees not to disclose this information to any third party either during or after the termination of the PO, however caused, except with the express permission of Albarrie in writing.

## 11. Intellectual Property

11.1 Unless otherwise expressly provided in PO, all right, title and interest in and to any intellectual property rights in products or works developed pursuant to PO shall be the property of Albarrie, or assigned to Albarrie, as applicable. Supplier hereby assigns all such rights to Albarrie, waives any moral rights in respect of such products or works and agrees to take all such steps, do such things and execute such documents as may be necessary to vest title in the intellectual property rights in Albarrie without limitation.

11.2 The Supplier represents and warrants that the content of work products developed or produced under the PO will be original and will not infringe the intellectual property of third parties and will not breach any confidentiality undertakings.

## 12. Use of Albarrie's Name and Logo

12.1 The use of Albarrie's name, logo, crest, emblem and any other of its official marks or domain name in a Supplier's official stationary, business cards, publications, advertisements, announcements, web site and in any other material of the Supplier requires Albarrie's prior written consent from a member of Albarrie's Board of Directors, which may be arbitrarily withheld.

## 13. Dispute Resolution

13.1 Unless otherwise provided in the PO, in the event of any dispute arising between Albarrie and the Supplier under the PO, such dispute shall be referred, in the first instance, by written notice from either party to the other party requiring the dispute to be resolved between the parties ("First Notice"). If the dispute is not resolved to the mutual satisfaction of the parties within fifteen (15) business days following the receipt of the First Notice (or such longer period as such parties may mutually agree in writing the dispute shall then be referred to an arbitration hearing in accordance with the terms of the Arbitration Act (Ontario). The location of the Arbitration shall be Barrie, Ontario, Canada. In the event that the Supplier and Albarrie cannot mutually agree on the appointment of a single arbitrator, then Albarrie shall be entitled to select the sole arbitrator to determine the matter in dispute.

## 14. Governing Laws

14.1 This PO is construed and governed by the laws of the Province of Ontario and applicable laws of Canada exclusively. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

## 15. Interpretation

15.1 In the event of discrepancy or conflict in interpretation between English and French versions of these terms and conditions, English will prevail.

## 16. Indemnification

16.1 THE SUPPLIER EXPRESSLY AGREE TO INDEMNIFY AND HOLD HARMLESS ALBARRIE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, CLAIMS, COSTS AND EXPENSES (INCLUDING LEGAL FEES ON A SOLICITOR AND OWN CLIENT BASIS) OF ANY KIND WHATSOEVER AND HOWSOEVER ARISING FROM THE PO OR GOODS AND/OR SERVICES SUPPLIED INCLUDING ALL CLAIMS MADE FOR, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR ECONOMIC DAMAGES, arising in any way out of the Supplier's acceptance of the PO due to any cause whatsoever; including without limitation, breach of any laws, regulations, or ordinances, active or passive negligence, breach of contract, or breach of duty of care on the part of the Supplier, agent, employees, servants, contractors, substitutes, permitted assignees, successors and heirs, as applicable.