

CORIX (CA) TERMS AND CONDITIONS OF PURCHASE

- PURCHASE ORDER.** The following terms and conditions (“Terms”) apply to each purchase by Corix from the supplier (“Supplier”) of certain goods, materials or equipment (collectively and individually, the “Goods”) and all associated services performed by the Supplier, if any (the “Services”), the details of which are set out in the purchase order (the “Purchase Order”). Provided there is no master agreement duly executed by the parties that applies to this transaction, these Terms supersede all terms and conditions provided by the Supplier and all previous offers and proposals relating to the Goods and Services, whether oral or written. No addition or exception to, or amendment or variation of, these Terms will be valid except as expressly agreed by Corix in writing. Corix hereby gives notice that it objects to the inclusion of any different or additional terms proposed by the Supplier.
- TITLE.** The Supplier will provide all the Goods free and clear of all encumbrances. Title to, ownership of and risk of loss or damage to the Goods shall pass to Corix once Corix has inspected and accepted the Goods at the delivery point identified on the Purchase Order.
- INSPECTION AND EXPEDITING.** All the Goods are subject to inspection by Corix or its authorized agent: (a) at the place of manufacture; and/or (b) at their destination(s) within a reasonable time after they arrive; and/or (c) at any stage of transportation. Any inspection by Corix shall not relieve the Supplier from its responsibilities and liabilities under the Purchase Order, and Corix does waive, either expressly or by implication, any rights it may have under the Purchase Order or at law, because of any inspection performed under this Section 3.
- PACKING, MARKING AND SHIPPING DOCUMENTATION.** All the Goods shall be packed and shipped to prevent damage or deterioration to the Goods, and in compliance with Workplace Hazardous Materials Information System requirements and any applicable environmental laws. All preparation, crating, dunnage or other materials shall be paid for by the Supplier.
- SHIPPING AND TRANSPORTATION.** The Supplier is responsible for all aspects of the transportation, handling, and shipping of the Goods, including identification of and compliance with all applicable local, provincial and federal laws and regulations. The Supplier shall ship according to the method and carrier identified in the Purchase Order; shall not deviate from those terms without Corix’s prior written authorization; and shall be responsible for any loss or damage resulting from any such unauthorized deviation. The Supplier shall use only first class marine, rail and trucking freight companies. Corix shall not pay for or accept any over shipment of goods and Corix will return all over shipments to the Supplier at the Supplier’s sole risk and expense. Preparation of any locations required for the transfer of the Goods between modes of transportation is the Supplier’s responsibility.
- SCHEDULE, SPECIFICATIONS AND LAWS.** Time is of the essence in performance of this Purchase Order. The Supplier shall deliver the Goods and perform the Services as specified in the Purchase Order and shall ensure the Supplier meets all specified dates, whether for delivery of Goods or otherwise, in accordance with the Purchase Order. The Supplier shall identify and comply in all respects with all local, provincial and federal laws and regulations applicable to the supply of Goods and the performance of Services under this Purchase Order. All Services performed by the Supplier or its subcontractors on Corix’s premises, and the design of all equipment and systems brought onto Corix’s premises, shall comply with Corix’s safety and security policies, as amended from time to time.
- FAILURE TO PERFORM.** The Supplier shall supply the Goods and perform Services according to the specifications outlined in the Purchase Order and these Terms. If, as a result of an act or a failure to act by the Supplier, its agents, employees or subcontractors, a specified date is not met, and Corix suffers damages or incurs costs as a result, the Supplier shall be solely responsible to Corix for all those costs and damages incurred or suffered by Corix in addition to any costs incurred by the Supplier in expediting the performance of Services or delivery of the Goods. In addition, if, as a result of an act or a failure to act by the Supplier, its agents, employees or subcontractors, a specified date is not met, Corix may, in its sole discretion: (a) approve a revised date; or (b) terminate the Purchase Order without any liability to the Supplier for damages, penalties or otherwise.
- REPRESENTATIONS AND WARRANTIES.** With respect to the Goods, the Supplier represents, warrants and agrees that all the Goods (i) are produced in accordance with the terms of the Purchase Order and these Terms and are adequate for the purposes for which they are intended; (ii) comply with all applicable laws and requirements; (iii) strictly conform to the specifications, drawings, samples, or other descriptions furnished; (iv) do not infringe any third party intellectual property rights; (v) are new, unless otherwise provided for in the Purchase Order, of merchantable quality, and free from all defects whether apparent or latent and the workmanship of the Goods is of the highest standard and, where the materials to be used are not specified, the materials used must meet the highest standard of quality; and (vi) are free and clear of any encumbrances and liens. With respect to the Services, the Supplier represents, warrants and agrees that: (i) all Services shall comply with all applicable laws and requirements; (ii) the Supplier shall perform the Service in a professional, workmanlike, and timely manner and in compliance with the Purchase Order and these Terms; (iii) the Services do not infringe any third party intellectual property rights; and (iv) in performing the Services, the Supplier shall exercise the degree of care, skill and diligence exercised by prudent and experienced suppliers that provide similar Services and shall engage only competent and experienced personnel. The warranty period shall be 12 months from the date of delivery to Corix or completion of performance of the Services by the Supplier. These warranties are in addition to any and all warranties of the Supplier arising by question of law and nothing herein shall be construed as limiting or restricting such warranties.
- INDEMNIFICATION.** The Supplier shall indemnify and hold harmless Corix and its subsidiaries, affiliates, directors, officers, consultants, agents and employees from any losses, liens, damages, liability, and expenses, including without limitation legal and professional fees and expenses (“Damages”) incurred by Corix arising from the Supplier’s breach of its obligations or warranties under the Purchase Order; the Supplier’s breach of any applicable laws or regulations; any third party claims; the Supplier’s access to Corix’s or Corix’s affiliates’ or subsidiaries’ premises; and the Supplier’s negligent acts or omissions or willful misconduct. In the event that Corix has incurred Damages, Corix shall notify the Supplier and the Supplier shall indemnify Corix for the Damages and hold harmless Corix against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Corix, which consent shall not be unreasonably withheld. In the case of a claim that the Goods infringe third party intellectual property rights, the Supplier shall have the right, at its sole expense, to obtain for Corix the right to continue using the Goods without interference or to modify or replace the Goods in a manner acceptable to Corix in Corix’s sole discretion. In this Section 9, the Supplier includes the Supplier’s subcontractors.
- INSURANCE.** The Supplier, at its own expense, shall, prior to commencing the performance of its obligations hereunder, obtain and keep in full force and effect until the delivery of the Goods and/or the completion of the Services and for a period of 24 months thereafter, the following insurance: (a) general liability insurance with a minimum inclusive limit, including personal injury and property damage, of \$2,000,000.00 per occurrence where the Purchase Order includes Goods and/or Services; (b) workers’ compensation and employer’s liability coverage in accordance with the statutory requirements in the jurisdiction(s) where the Supplier performs its obligations under the Purchase Order with a minimum limit of \$1,000,000.00 per occurrence, where the

Purchase Order includes Goods and/or Services; (c) professional liability insurance with a minimum limit of \$2,000,000.00 per occurrence where the Purchase Order includes Services that are professional services; (d) cybersecurity insurance with a minimum limit of \$5,000,000.00 per occurrence, where the Purchase Order includes Services involving access to Corix data or IT systems; (e) automobile liability on all vehicles (owned, hired, non-owned) used by the Supplier in connection with the Purchase Order in the minimum amount of \$1,000,000.00 per occurrence in respect of bodily injury, death and property damage, where the Purchase Order includes Goods and/or Services; and (f) any other coverages required by laws or by Corix. The Supplier's insurance shall have an AM Best rating of A- VII or higher, be primary for all purposes and shall contain standard cross liability provisions. All insurance policies shall be endorsed to add Corix as an additional insured (except for the workers' compensation and employer's liability and professional liability policies) and shall include waivers of any right of subrogation of the insurers against Corix, its officers, directors, employees and subcontractors of all tiers. At Corix's request, the Supplier shall provide proof of the required coverage. The policies shall provide that they cannot be cancelled, reduced or amended to reduce coverage amount of scope without 30 days' prior written direct notice to Corix from the applicable insurer. If Corix deems such reduced coverage inadequate, Corix shall have the right to terminate the Purchase Order without liability to the Supplier. All amounts set forth herein for insurance coverages are in Canadian dollars (CAD). This Section shall in no way limit the Supplier's obligations or excuse the Supplier from performing its obligations. Any bankruptcy, insolvency or failure of any insurer of the Supplier or the Supplier's subcontractors to pay claims shall in no way limit the Supplier's obligations herein or Corix's remedies or claims for relief hereunder.

11. **INDEPENDENT CONTRACTOR.** The Supplier is an independent contractor and not an agent or employee of Corix and nothing contained in the agreement shall be so construed as to justify a finding of the existence of any relationship between Corix and the Supplier inconsistent with that status. The Supplier shall have exclusive control of and responsibility for its labor relations.
12. **PRICE.** Prices for the Goods and Services are as set out in the Purchase Order and, unless stated otherwise, are exclusive of all applicable taxes. The Supplier will make payment in the currency quoted and accepted. Unless otherwise indicated on the face of the Purchase Order, payment will be made within net 45 days of the later of: (i) acceptance by Corix of the Goods and Services; and (ii) receipt by Corix of the applicable invoice.
13. **INVOICING.** The Supplier must submit invoices for each Purchase Order to Corix's Accounts Payable Department at the address specified on the Purchase Order or as otherwise provided by Corix, and at a minimum must: (a) indicate Purchase Order Number; (b) describe the Goods and Services; and (c) specify the quantities shipped. The Supplier must list any taxes applicable against the Goods and Services covered by the Purchase Order as separate line items on the invoice.
14. **TERMINATION FOR DEFAULT.** If the Supplier: (a) commits an act of bankruptcy; (b) is unable to continually and consistently perform Services or supply the Goods to meet the requirements of the Purchase Order; (c) fails to maintain the production and delivery required to meet the critical dates; or (d) breaches or fails to observe or perform any of the obligations or conditions of this Purchase Order; then the Supplier shall be deemed to have breached the Purchase Order and Corix may upon written notice setting forth the nature of the breach, terminate the Purchase Order. Nothing in this Section 14 shall limit or prejudice any right or remedy Corix may have against the Supplier in respect of the Supplier's breach of the terms of the Purchase Order by the Supplier and the termination thereof.
15. **TERMINATION FOR CONVENIENCE.** Corix may, at any time and at its discretion, terminate this Purchase Order by giving notice in writing to the Supplier. If Corix terminates the Purchase Order in accordance with this Section 15, then: (a) Corix shall pay for that portion of the Services that the Supplier has performed and/or the portion of the Goods that Corix has accepted, as of the date of termination; and (b) title to all such the Goods will transfer to Corix in accordance with Section 2. The Supplier shall refund without interest any payments made by Corix prior to the date of termination of the Purchase Order in excess of those required by the foregoing sentence. If Corix satisfies its obligations hereunder, the Supplier shall have no further cause of action or right against Corix in respect of the termination of the Purchase Order or otherwise.
16. **CONFIDENTIALITY.** The Supplier shall not disclose, directly or indirectly disclose these Terms of any Purchase Order or the nature and extent of the agreement with Corix under the Purchase Order to any third party without the prior written consent of Corix.
17. **WAIVER.** No failure by Corix to enforce at any term of the Purchase Order or these Terms shall constitute a waiver or in any way impair Corix's right at any time to avail itself of a remedy or right to enforce these Terms. No waiver of any provision of the Purchase Order or these Terms will be enforceable against a party unless the waiver is in writing and signed by an authorized representative for that party.
18. **ASSIGNMENT.** The Supplier may not assign its interest in the Purchase Order without the prior written consent of Corix, which Corix may withhold. Corix may assign its interest in the Purchase Order upon notice to the Supplier.
19. **GOVERNING LAW.** The laws of the province where the Supplier delivers the Goods to Corix or where the Supplier performs the Services shall govern, and apply to the interpretation of, the Purchase Order, including these Terms.
20. **SURVIVAL.** All warranties, indemnities, or protections against liability in these Terms shall survive any termination or expiration of the Purchase Order.