

PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE AS OF DECEMBER 14, 2016

1. ACCEPTANCE, NO ADDITIONAL TERMS. For purposes of these Terms and Conditions and all related activity, the term "Supplier" means the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order ("PO"), and the term "Company" means the Company identified on the applicable PO. The PO will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier making, signing or delivering to Company any letter, form or other writing or instrument acknowledging acceptance; (b) any performance by Supplier under the PO; or (c) the passage of ten (10) days after Supplier's receipt of the PO without written notice to Company that Supplier does not accept. Company reserves the right to revoke or withdraw the PO, in whole or in part, prior to Supplier's acceptance. By accepting the PO, Supplier agrees to comply with the terms and conditions contained herein and any other attachments noted in the PO and to sell the products ("Products") and/or provide the services ("Services") as described herein for the prices indicated therein. Acceptance of the PO is expressly limited to the terms and conditions contained herein (including attachments to the PO). No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier's standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

2. DELIVERY; RISK OF LOSS, INSPECTION. Supplier will supply the Products and/or Services to Company at the delivery point identified on the PO ("Delivery Point") and by the date specified therein or, if no date is so specified, within a reasonable time after Supplier receives the PO. Time is of the essence of Supplier's performance of the PO. Risk of loss of the Products remains with Supplier and title will not pass to Company until the Products are delivered to and accepted by Company at the Delivery Point. All Products and/or Services shall be received subject to Company's inspection and approval. Products that are not in good condition, damaged by delivery or rejected by Company as not conforming to the PO shall, at Company's option, be returned to Supplier at Supplier's risk and expense and may not be replaced by Supplier without Company's written authorization.

3. PRICES, INVOICES, PAYMENT. Supplier shall supply the Products and Services for the prices specified in the PO. Unless specified otherwise on the PO, Supplier will invoice Company for supplied Products and/or Services within 30 days after supply of the same. Company will make payment of all undisputed amounts due to Supplier within 30 days from receipt of the relevant invoice; provided, however, that if an invoice for Products is received by Company before delivery of the Products, the 30-day time period for payment of the invoice will not commence until the date the Products are actually delivered to Company. Payment of an invoice is not evidence or an admission that the Products or Services meet the requirements of the PO.

4. TAXES, FREIGHT COSTS AND CUSTOMS DUTIES. The prices specified in the PO are exclusive of any value added tax ("VAT"), goods and services tax ("GST"), sales, use or consumption tax or similar government tax payable on the supply of the Products and/or Services (collectively, "Indirect Transaction Taxes"). If Supplier is required by applicable laws to collect and pay Indirect Transaction Taxes to relevant government agency, Company shall remit payment to Supplier of applicable Indirect Transaction Taxes at the percentage rate required by applicable laws in the jurisdiction where the supply takes place, provided Supplier has first provided to Company an invoice for Indirect Transaction Taxes Invoice that complies with applicable laws. Company reserves the right to withhold payment of Indirect

Transaction Taxes if it has provided a valid tax exemption certificate to Supplier. If the PO requires Supplier to provide Services, and if Supplier is a foreign corporation or company (i.e. having its principal place of business outside of the country identified in Company's address on the PO) or a non-resident alien individual, then, unless Supplier provides Company with valid documentation (received prior to payment for Services) showing that an exemption applies where the Services are performed: (a) Company reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws on account of the Services; and (b) Company will use commercially reasonable best efforts to furnish Supplier receipts, proof of payment or other relevant documentation for any withholding taxes so paid. Unless specified otherwise on the PO or in any attachments thereto, the prices are inclusive of, and Supplier shall be solely responsible for and pay, all costs of delivering the Products to the Delivery Point, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports or exports of the Products ("Customs Duties"). Supplier will take all reasonable steps to minimize Customs Duties costs.

5. WARRANTIES. Supplier represents, warrants and covenants that: (a) it has good title to the Products and the right to transfer title to the Products free and clear of any lien, hypothec, claim or other encumbrance of any kind; (b) the Products will conform to any specifications and/or standards provided by Supplier and approved by Company and be provided in accordance with applicable laws, and will be free from defects in design, materials and workmanship, said warranty being valid for a period of eighteen (18) months from the date title passes to Company as set out in paragraph 2 hereof; (c) the Services (if any) will conform to any specifications and/or standards provided by Supplier and approved by Company, comply with applicable law and be performed expeditiously and consistent with any applicable standards of skill and care, said warranty being valid for a period of eighteen (18) months from the date the performance of the Services is completed; and (d) the Products and Services (if any) and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights of a third party; and (e) it will comply with all applicable local, state, provincial and federal laws and regulations. There are no warranties which extend beyond those set forth above. The warranties provided herein are given expressly and are in place of all other express or implied warranties and all implied warranties for merchantability and fitness for a particular purpose are disclaimed.

6. REMEDIES. If Supplier is in breach of the warranties set out in paragraph 5(b) or paragraph 5(c) hereof, Supplier will, at the election of Company, and at Supplier's sole cost (including any relevant transportation and labor costs), either replace or repair (including, if applicable, reinstall) the Product or re-perform the Services to Company's satisfaction. Except as provided in paragraph 9 and in paragraph 10 in relation to an indemnification claim by a third party against an indemnified party alleging the Products or Services caused personal injury or property damage to a third party or violated a third party's intellectual property rights, the remedies set out above in this paragraph 6 shall be the sole and exclusive remedies available to Company for Supplier's breach of the warranties hereunder.

7. COMPLIANCE WITH LAWS, ETC. In supplying the Products and Services (if any), Supplier will: (a) comply with and ensure that its employees, agents, contractors and subcontractors ("Personnel") comply with all applicable laws and regulations; and (b) to the extent that Supplier's Personnel are required to enter onto Company's site or property, ensure that such Personnel (i) comply with Company's written health, safety and environmental

policies and standards provided to Supplier, and (ii) are aware that they enter onto Company's site or property at their own risk.

8. WAIVER AND RELEASE OF LIENS. Upon receipt from Company of amounts invoiced pursuant to paragraph 3 hereof, Supplier waives and releases all rights to, and at its sole cost shall obtain the prompt removal of, any mechanics', materialmen's, mining or any similar lien, legal hypothec or claim fixed against Company or its assets, which then exist or which may thereafter arise for Products furnished or Services performed on or before the date of the relevant invoice. All payments owed to Supplier hereunder shall be contingent upon Supplier providing proof of its compliance with this provision to Company upon request.

9. EXCLUSION OF CONSEQUENTIAL LOSS. Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "Consequential Loss"), with the exception of Consequential Loss caused by a party's criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance pursuant to paragraph 11 hereof.

10. INDEMNIFICATION. Subject to paragraph 9 hereof, Supplier agrees to indemnify and hold harmless Company and its parent and affiliates, and its/their officers, directors, employees and agents, from and against any claims, losses, damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees) caused by Supplier's breach of the PO. Supplier shall have no obligation to indemnify pursuant to this paragraph 10 if and to the extent that the relevant claim or liability is caused by an indemnified party; provided, however, this provision shall not relieve Supplier of any pro rata, proportional, contributory or other allocation of liability or fault imposed by applicable laws.

11. INSURANCE. Without limiting Supplier's obligations or liabilities hereunder, Supplier shall, at its sole expense, purchase and maintain the following insurance: (a) commercial general liability insurance covering all liabilities for personal injury and property damage arising from the Services/Products, with limits of liability of \$1,000,000 for each occurrence and in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Products/Services; (c) if the Supplier will use or provide for use motor vehicles in providing the Products and/or performing the Services, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$1,000,000 for each occurrence and in the aggregate; and (d) if the Supplier will provide professional advice or services, professional liability insurance, with limits of liability of \$1,000,000 for each claim and in the aggregate. Supplier shall provide coverage endorsements for each category of required insurance, including, except in the case of workers' compensation insurance and professional liability insurance: (i) an endorsement including Company and its directors, officers, employees, agents and representatives as additional insureds; (ii), an endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate entity, the insurance applies as if a separate policy has been issued to each party, and no "insured-versus-insured" exclusion exists in the policy; and (iii) an endorsement waiving all express or implied rights of subrogation against Company. Supplier shall on request provide to Company or its designee certificates of insurance and endorsements as evidence of the insurance required under the PO.

12. CONFIDENTIAL INFORMATION. In the course of performing the PO, the Supplier and/or the Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be know as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("Confidential Information"). The parties agree, unless required by a lawful court order, subpoena, or similar legal request, not to make each other's Confidential Information available in any form to any third party or

to use each other's Confidential Information for any purpose other than the implementation of the PO. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation of the terms of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order, subpoena, or similar legal request, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Each party acknowledges that failure to comply with this paragraph may irreparably harm the business of the other party, and that a breach of one party's obligations under this paragraph shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

13. INTELLECTUAL PROPERTY. If, in performing the PO, Supplier provides to Company any work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), they shall be owned by the party identified in the PO. In the absence of any such identification, Company shall be deemed the "author" and "owner" of all Deliverables under applicable copyright law, and Supplier agrees to assign, and hereby assigns, to Company any and all intellectual property rights in and to such Deliverables.

14. TERMINATION. Company or Supplier may terminate the PO by written notice to the other party in the event of a material breach by the other party that is not cured within thirty (30) days after written notice thereof has been given. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

15. GOVERNING LAW AND FORUM. The PO is governed by the laws of the province identified in the address for the Company on the PO, excluding its choice or conflict of law rules. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and/or provincial courts in the province identified in the address for the Company on the PO and the courts of appeal from them for determining any dispute concerning the PO.

16. MISCELLANEOUS. Supplier shall not assign, delegate or subcontract the PO or any interest herein, including any performance or any amount that may be due hereunder, without Company's prior written consent. The PO, including these Terms and Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supercedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these Terms and Conditions and a provision elsewhere in the PO (including attachments to the PO), these Terms and Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the terms and conditions hereof, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. The Supplier and Company have agreed that these terms and conditions be drafted in English. Le fournisseur et l'acheteur ont convenu que ces termes et conditions soient rédigés en anglais.