

PURCHASE ORDER TERMS AND CONDITIONS

The Purchase Order, including these incorporated terms and conditions ("T&Cs"), govern every purchase of goods, products, services or work by the VCNA Purchaser from the Vendor identified on the Purchase Order.

1. Delivery. Delivery of goods or products (the "**Product**") shall be as specified on the Purchase Order, as defined below, and in accordance with Incoterms 2020. Delivery shall be DDP Purchaser's designated site unless expressly stated otherwise on the Purchase Order. Title to the Product and risk of loss shall pass on Delivery. Delivery shall be deemed to have occurred upon delivery to and acceptance by Purchaser, and shall be evidenced by Purchaser having signed for receipt of the Product. Purchaser shall have the right to specify transportation arrangements for the Product. No packing, packaging or transportation charges, or any surcharges or extra fees of any kind, shall be payable by Purchaser unless specifically stated on the Purchase Order.
2. Late Deliveries. If Vendor does not deliver the Product within the time specified in the Purchase Order, Purchaser shall have the right to require any special method of transportation, including express or where practical air shipment, and Vendor shall pay any resulting additional transportation charges unless the delays are due solely to unforeseeable causes beyond the control of Vendor. Vendor agrees to pay Purchaser liquidated damages in an amount equal to one percent (1%) of the price of the Product to be delivered in a Purchase Order per week for the duration of delay, to a maximum of five percent (5%).
3. Non-conforming Product. Acceptance of all or any part of the Product or any other action or inaction by Purchaser shall not be deemed to be a waiver of Purchaser's right to cancel or return all or any part of a shipment because of failure to conform to specifications, drawings, samples or descriptions furnished or specified by Purchaser ("**Specifications**") or by reason of defects, latent or patent, breach of warranty or other breach of the Purchase Order, or to make any claim for damages, without limitation. Such rights shall be in addition to any other remedies provided by law or in equity. Acceptance of any part of the Product shall not bind Purchaser to accept future shipments. Purchaser will notify Vendor of any Product that is rejected as not being in accordance with the Purchase Order or that is to be returned to Vendor. Vendor shall be responsible for all costs related to non-conforming Product and shall pay any and all transportation charges incurred in returning and replacing any non-conforming Product.
4. Delivery Documentation. Where applicable, Product requiring a Material Safety Data Sheet ("**MSDS**") shall have the MSDS sheet attached to the shipments, clearly visible, as applicable, for all deliveries.
5. Work. Vendor agrees to assume all obligations specified in the Purchase Order, including provision of such services, labor and/or Product as may be described in and necessarily inferred from the Purchase Order ("**Work**"), pursuant to any Specifications pertaining to the Work and these T&Cs. Unless otherwise agreed by Purchaser, Vendor shall furnish and promptly pay for all labor and materials required to perform all the Work including the provision of equipment, materials and/or services, and all permits, licenses, inspections and certificates, that are desirable or required to complete the Work. No surcharges or extra fees of any kind will be allowed, and Purchaser rejects the same, unless specifically stated on the Purchase Order.
6. Change Order Required. Vendor agrees to do no extra work or make changes to the Work without the prior written consent of Purchaser and understands that Purchaser will not pay for additional work or changes unless so authorized. . Vendor shall forward all requests for changes to Purchaser's authorized representative responsible for the Work. Where Purchaser and Vendor agree to any changes, Purchaser will provide Vendor with a written change order. The changes shall be effective as of the date specified on the change order, or if no date is specified, shall be effective on the date of the last party's signature. The adjustment in the price for a change shall be determined on the basis of the actual and direct costs and expenditures or savings of Vendor attributable to the change.
7. Compliance with Laws. Vendor agrees to comply with and complete the Work and deliver the Product in accordance with all applicable federal, provincial, state or local government laws, regulations, ordinances, rules, codes, orders, findings, guidelines, by-laws, administrative and court decisions and permits pertaining thereto (the "**Laws**").
8. Nature of Relationship. The Purchase Order does not create any exclusivity, and Purchaser is free to purchase any products and work similar to or the same as the Product and Work from any other vendors. Vendor is not an agent, partner or joint venturer of Purchaser. Vendor does not have any right, title or authority to enter any contract, agreement or commitment on behalf of, or to bind, Purchaser in any way. Neither Vendor nor any of its Personnel shall be considered an employee of Purchaser or be entitled or eligible to participate in any benefit or privilege extended by Purchaser to its employees. Vendor acknowledges that Purchaser has no authority, directly or indirectly, to control the wages paid, benefits provided, work hours or days required, specific duties mandated, quotas or production rates instituted, or employer work rules applied by Vendor or its Personnel with respect to their employees, or to control the hiring, discipline or termination of such employees, all of which at all times shall remain exclusively at the discretion of the employer Vendor or Personnel, respectively. Vendor shall fully indemnify, defend and hold harmless Purchaser from and against any claims by Vendor's Personnel, and any of their employees or agents, claiming to be an employee of Purchaser to any extent, asserting any rights to employment benefits provided by Purchaser to its employees, or otherwise seeking employment-based rights or benefits against Purchaser. Vendor shall pay all taxes resulting from any fees for its Work.
9. Training. Vendor shall ensure its employees, agents, contractors, subcontractors, representatives, those otherwise assisting Vendor with provision of Work or Product or others for whom Vendor is legally responsible (its "**Personnel**") present on Purchaser's site(s): i) if so requested, have attended a Purchaser General Safety Orientation within 12 months of commencing the Work, ii) comply with Purchaser's applicable general safety orientation hand book, health and safety policy (the "**Policy**") in effect from time to time, iii) comply with Purchaser's safety rules; and iv) refrain from smoking, unless in a designated smoking area. The Policy is available to Vendor on request and forms part of these T&Cs. Vendor shall provide Purchaser with records of training required for the Work on request. Vendor is responsible to supply all safety equipment and apparel to its Personnel required to complete the Work, which, if on Purchaser's site(s), shall include, at a minimum and as applicable, an up-to-date and operative hardhat, safety boots, safety glasses, ear protection, gloves, dust mask, personal lockout equipment and, where necessary, personal fall prevention/arrest equipment. Vendor shall immediately cease what it is doing and report any unsafe condition to Purchaser. Vendor shall leave the site clean and safe and ensure protection of partially completed Work and equipment or materials. Notwithstanding the foregoing, Vendor acknowledges that Purchaser's site(s) may include heavy industrial activity, and Vendor agrees to be responsible for, and knowingly and voluntarily assumes all risk of injury and damage to, Vendor, Vendor's Personnel, and Vendor and its Personnel's property, except for such injury or damage caused by the negligence or willful misconduct of Purchaser.

10. Insurance. In addition to what is specified on the Purchase Order, Vendor also shall have and maintain during the Term the following insurance with the following minimum limits: (i) workers compensation insurance with coverage limits in compliance with Laws, including a minimum limit of \$100,000 for employer's liability; provided that, the employer's liability minimum limit shall be \$1,000,000 if Vendor or its Personnel are present on Purchaser's site(s) at any time; (ii) commercial general liability (including bodily injury, property damage or destruction, fire legal liability, products, completed operations, contractual liability for obligations assumed under this Purchase Order; non-owned automobile coverage for licensed motor vehicles used by Vendor and its subcontractors; cross liability and severability of interest clause) of \$2,000,000 per occurrence; provided that, if Vendor or its Personnel are present on Purchaser's site(s) at any time, the minimum limit shall be \$5,000,000 per occurrence; (iii) if vehicles are being used on Purchaser's site(s) or otherwise with respect to the Work or Product, business auto coverage including bodily injury and property damage for owned or leased vehicles of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iv) if applicable to Vendor or the Work, Professional Liability insurance covering claims and damages by reason of any actual or alleged professional error, act or omission arising out of this Purchase Order or otherwise related to the Work, of \$2,000,000 per claim; and (v) all risk property insurance covering physical damage to all property owned by Vendor for its full replacement cost. The commercial general liability, business auto and any excess policies shall identify Purchaser as an additional insured, and all policies shall (i) provide for subrogation to be waived against Purchaser; (ii) provide Purchaser with 30 days prior written notice of any change in coverage; (iii) be issued by a recognized and reputable insurer that is satisfactory to Purchaser; and (iv) be primary and non-contributory to any of the Purchaser's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insured(s) shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under the Purchase Order. Vendor shall provide Purchaser with certificates of insurance evidencing the foregoing upon request. Prior to commencing any Work, Vendor shall, if in Canada, furnish to Purchaser a clearance certificate from the provincial Workers Compensation Board or equivalent in the province of said Work showing that Vendor is in good standing, or if in the United States, shall furnish such documentation as is required by workers compensation laws in the state where said Work is being performed, if any. None of the foregoing policies, limits or other insurance requirements, and no review or approval of any policy or certificate by Purchaser, shall in any way alter Vendor's obligations or Purchaser's rights under the Purchase Order.
11. Environmental Concerns. Vendor shall not cause or permit any hazardous substances, as defined by Laws regulating or governing the impact of human activities on the environment, to be stored, transported, treated, disposed of, handled, processed or released on Purchaser's site(s), except in compliance with all Laws. If Vendor encounters or reasonable believes hazardous substances to be at the site(s), which were not disclosed prior to commencement of the Work or which were disclosed but have not been dealt with in accordance with Laws, Vendor shall take all reasonable steps to ensure that no person's exposure to any hazardous substance exceeds the levels prescribed by any Laws or applicable labor rules and immediately report the circumstances to Purchaser in writing.
12. Time for Performance. Time shall be of the essence. Vendor agrees to complete the Work in accordance with the date(s) specified in the Purchase Order and instructions from Purchaser as provided from time to time. No extensions of time for performance shall be accepted without Purchaser's prior written agreement. Vendor shall ensure its Personnel contact Purchaser's representative overseeing the Work and sign in as required by Purchaser.
13. Prior Work. To the extent Vendor knows or ought to have known that work preceding Vendor's Work was done by others in an improper manner, Vendor shall be responsible to report such impropriety to Purchaser prior to commencing the Work. In the event Vendor fails to provide such report, Vendor shall be liable for any resulting costs, damages and expenses whatsoever accruing to the Vendor.
14. Lien Waivers and Holdbacks. If applicable, each invoice or application for payment shall include documentation required by Purchaser and any Laws concerning Vendor's rights to a construction or mechanic's lien, including partial or full conditional waivers of lien and sworn statements listing any subcontractors and suppliers and the amounts requested by, paid to and owed to each, both as a condition precedent to payment, as well as proper "after-the-fact" unconditional waivers of lien from Vendor and any subcontractors and suppliers establishing satisfaction of payment, as a condition precedent to future payments. With the request for final payment, or holdback or retainage, Vendor shall provide Purchaser with a sworn statement and applicable lien waiver in a form acceptable to Purchaser. Holdback or retainage amounts, if any, shall be paid as soon as possible upon expiration of the lien period applicable or in accordance with Law, whichever is earlier; however, Purchaser may retain out of the holdback or retainage amount such sum as is required by Law to satisfy any claims which may be enforceable against Purchaser.
15. Bonds. If required by Purchaser, Vendor shall furnish evidence of being bondable and upon request will obtain a performance and payment bond. Vendor shall be responsible for bonding its Personnel. Under no circumstances shall Purchaser be liable or responsible for debts of Vendor or payments to its Personnel or their employees, contractors or agents.
16. Protection of Work. Vendor shall be solely responsible to protect partially completed Work or Product and all equipment or materials left at Purchaser's site(s) and shall be liable for any resulting costs, damage and expenses whatsoever occasioned by Vendor's failure to do so.
17. Substandard Work. Purchaser shall at all times have access to the Work for inspection, which shall not constitute acceptance of any Work. Notwithstanding any acceptance of all or any part of Work or any other action or inaction by Purchaser, if Purchaser, in its sole discretion, reasonably determines that Vendor has failed or is failing to perform any aspect of the Work in strict conformance with the Purchase Order, Purchaser may, at no extra cost to Purchaser and at its sole option: a) require Vendor to correct, replace and/or re-execute the substandard Work; b) require Vendor to take sufficient actions to complete the Work on schedule; or c) suspend or terminate the Purchase Order and complete or correct the Work, or parts thereof, or retain others to do so. In this event, Purchaser may require materials and equipment of Vendor to be left on site for use in completing or correcting the Work. Vendor shall be responsible for all costs, damages or expenses whatsoever, including legal fees and costs, incurred by Purchaser as a result of Vendor's substandard Work, without limitation. The foregoing rights shall be in addition to any other remedies provided by law or in equity.
18. Subcontractors. In the event Vendor provides Work and/or Product or any part thereof to Purchaser through a subcontractor, Vendor shall require such subcontractor to agree in writing to be bound by this Purchase Order, including all T&Cs, as a condition precedent. Vendor under the Purchase Order and any of its subcontractors shall be understood as the "**Vendor**" in these T&Cs.
19. Term and Termination. The duration of the Purchase Order shall be as specified on the Purchase Order, but in no event less than when all Work is completed and all Product is delivered in accordance with the Purchase Order, including these T&Cs (the "**Term**"), subject to the termination rights set forth herein. The Term shall not automatically renew but instead may be renewed or extended only by the Parties' signed written agreement. The Parties agree that Purchaser, at its sole

discretion, may terminate or suspend the Purchase Order at any time. In the event the Purchase Order is terminated or suspended by Purchaser without cause, Purchaser's sole liability to Vendor hereunder shall be limited to Vendor's out-of-pocket costs for labor and material for the actual Work performed by Vendor in accordance with the Purchase Order to the date of termination, as determined in the sole reasonable discretion of Purchaser, supported by reasonable and sufficient records. In the event Purchaser terminates the Purchase Order for cause, Purchaser shall have no further financial or other obligations to Vendor as of the effective date of termination. Further, Vendor shall be responsible for any resulting costs, damages or expenses whatsoever, including legal fees and costs, sustained by Purchaser, including for remedying or completing the Product, Work or other obligations contained herein. Under no circumstances, whether in relation to any suspension or early termination for any reason or otherwise with respect to the Purchase Order, will Vendor be entitled to recover lost profits, consequential, indirect, liquidated, punitive or other such damages from Purchaser.

20. Purchase Order and Entire Agreement. The offer by Purchaser in the form attached to these T&Cs and/or into which these T&Cs are fully incorporated, including any Specifications, as well as any subsequent change orders or modifications in accordance with these T&Cs, shall constitute the "**Purchase Order.**" A Purchase Order does not constitute an acceptance by Purchaser of any offer or proposal by Vendor, whether in Vendor's quotation, acknowledgement, other communication, invoice, delivery or out-gate receipt, other document, or otherwise. In the event any of the foregoing is held to be an offer or proposed modification by Vendor, that offer or proposed modification is expressly rejected and is replaced in its entirety by the offer made by the Purchase Order, notwithstanding Purchaser's acceptance of or payment for Work, Product or prior similar work or products from Purchaser, unless and only to the extent that Vendor's proffered terms or conditions are expressly accepted in writing signed by Purchaser's authorized representative. A contract is formed when Vendor accepts the Purchase Order. Each Purchase Order shall be deemed accepted by Vendor unless Vendor sends Purchaser a notice rejecting the Purchase Order within one (1) business day of receipt. Except as may be expressly agreed in signed writing by the parties, the Purchase Order is the entire agreement between the parties relating to the Product and/or Work and replaces any earlier agreements, whether oral or written. The parties agree that there are no other agreements, representations or warranties other than those expressed in the Purchase Order.
21. Liens and Payment of Claims. Vendor shall promptly and satisfactorily settle and pay all accounts, claims or liens with respect to the Work or the Product. Purchaser agrees to provide Vendor with two (2) days prior written notice to settle and pay such accounts, claims or liens. If Vendor fails or refuses to settle or pay same or provide Purchaser with notice that it has reasonable grounds for disputing same within the two (2) days, Purchaser shall have the right to settle or pay such accounts, claims and/or liens for the account of Vendor. In the event Vendor provides Purchaser with notice that it is disputing an account, claim or lien, Purchaser shall have the right to pay or settle such accounts, claims or liens in such manner that in Purchaser's opinion will not prejudice Vendor's right to dispute the same.
22. Price and Payment. Purchaser agrees to pay Vendor all undisputed amounts for Product and Work as specified on the Purchase Order (the "**Contract Price**"), subject to any mandatory withholdings due to Laws. Unless otherwise specified in the Purchase Order, (i) the total cost of the Work, including any Product, shall not exceed the Contract Price, and Purchaser is not responsible for any additional fees, charges, costs, expenses, materials, machinery, labor, freight, storage, equipment, travel, lodging, third-party services or otherwise, including costs of permits, tests, inspections, taxes, duties or tariffs arising in connection therewith, beyond the Contract Price, unless expressly stated otherwise on the Purchase Order; and (ii) Purchaser agrees to pay all undisputed amounts within sixty (60) days if there is no greater time specified on the Purchase order. In connection with Work, payments shall be subject to applicable construction, mechanics and/or suppliers lien Laws. All payments for Work are conditional on Purchaser's receipt of current workers compensation clearance certificates and other requested insurance documentation.
23. Set-off. If Vendor is in any way indebted to Purchaser, moneys due to Vendor hereunder may be withheld as an offset against any such other indebtedness.
24. Representations and Warranties. In addition to any other representations and warranties in the Purchase Order, Vendor represents and warrants that (i) Vendor and its Personnel have all necessary capabilities, capacities, licenses, approvals and permits to perform the Work, provide the Product, and perform any other obligations hereunder; (ii) the Work and Product will be free of defects, and in full accordance with the Purchase Order (including any Specifications), all Laws and the accepted industry standards applicable to the site(s); (iii) the Work and any other obligations under the Purchase Order will be performed in a good and workmanlike manner; (iv) neither the Product nor Work violate any patent, trade secret, or other intellectual property rights, or other rights, of any third party; (v) there is no actual or, to Vendor's knowledge, threatened litigation concerning Vendor that affects Vendor's ability to comply with the Purchase Order; and (vi) Product will be merchantable, made with good materials and fit for its intended purpose, which Vendor acknowledges is known. Unless a longer period is required by Law or specified on the Purchase Order, Vendor warrants the foregoing for a period of one (1) year from the date of completion of the Work or delivery of the Product.
25. Indemnity. To the extent permitted by Law, Vendor agrees to fully defend, indemnify and hold harmless Purchaser, including its affiliates, directors, officers, employees, contractors and agents (the "**Representatives**") from and against all liabilities, damages, losses, costs, claims, expenses, fines, penalties, suits, proceedings, demands, actions, orders, decrees, notices, legal fees and costs or otherwise, including but not limited to personal injuries, death, property damage or other losses, arising directly or indirectly out of: (i) Vendor or its Personnel's performance of the Work and/or provision of the Product; (ii) Vendor's breach of the Purchase Order (including through its Personnel), or (iii) negligent acts or omissions or willful misconduct of Vendor or its Personnel relating to the Purchase Order. Such obligations shall survive acceptance of the Product and/or Work and Purchaser's payment therefor.
26. Confidentiality. Vendor agrees to keep confidential all of the information and materials it obtains from Purchaser or its agents in connection with the Purchase Order. Vendor agrees not to use or disclose such information to any person except as necessary, to its Personnel who are bound by confidentiality, for performance of the Work hereunder. To the extent permitted by Law, Vendor shall promptly notify Purchaser in writing of any request, demand or order purporting to require disclosure of the confidential information and provide Purchaser a reasonable opportunity to prevent or limit said disclosure.
27. Modifications. This Purchase Order may not be modified, and no rights of the parties shall be deemed waived, unless in writing and signed by the party against whom such modification or waiver is sought to be enforced. No acknowledgement of the Purchase Order, other communication, invoice, delivery or out-gate receipt, or other document from Vendor containing terms and conditions shall have the effect of modifying these T&Cs.
28. No Assignment. Vendor shall not assign, subcontract or designate another entity to perform the Product or Work to be provided pursuant to the Purchase Order without the prior written consent of Purchaser. No assignment, subcontract or designation shall relieve Vendor of its obligations and liability hereunder, and Vendor shall be jointly and severally liable with any assignee, subcontractor or designee. Subject to the terms herein, the Purchase Order shall inure to the benefit of and be binding upon the successors and assigns of each party.

29. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the province or state in which Purchaser's site where Work is performed is located or in which Purchaser's site that is the final destination for the Product is located.
30. Notice. Any notice required or given pursuant to the Purchase Order shall be in writing and may be delivered personally or sent by registered or certified mail or email to the addresses set forth on the Purchase Order. Notices shall be deemed to be received the earlier of the time they are actually received or three days after they are sent in accordance with the foregoing.
31. Severability. If any provision of the Purchase Order is held illegal, invalid or unenforceable by any competent authority, such illegality, invalidity or unenforceability shall not in any manner affect any other provision of the Purchase Order.
32. Survival. All of the parties' obligations and rights, which by their nature are intended to survive termination or expiration of the Purchase Order, shall so survive such termination or expiration, including those concerning warranties, non-conformance, indemnity and confidentiality.
33. Anti-Corruption. Vendor has read and agrees to abide by the Purchaser's Anti-Corruption Commitments for Contractors, Anti-Corruption Policy and Code of Conduct, each of which is available upon request and may be found at <http://salestermsandconditions.vcnainc.com/>.
34. Parties' Desire to Proceed in English. If the Vendor is located or provides Work in Quebec, Vendor acknowledges it is the express wish of Vendor and Purchaser that this Purchase Order be drafted in English. *Si le vendeur est situé ou fournit des Travail au Québec, le vendeur reconnaît que c'est l'accord exprès du vendeur et du l'Acheteur que cet Le bon de commande soit rédigé en anglais.*