

Tulmar Safety Systems Inc. Purchase Order Terms and Conditions

NOTE: It is the responsibility of the Supplier/Seller to flow down the requirements of this purchase order to their lower-tiered suppliers.

1. **ACCEPTANCE:** This order is not binding upon Tulmar Safety Systems Inc., hereafter referred to as “Tulmar” or “Buyer”, until accepted by the “Supplier” or “Seller”. Acceptance of all terms and conditions of the order shall take place when (A) Tulmar receives written acknowledgment from the supplier, or (B) Supplier delivers or performs for Tulmar and Tulmar accepts any of the items ordered by the date specified. In the event of conflict between the terms and conditions of this order and the supplier’s written acceptance or purported acceptance, the terms and conditions of this order shall prevail. The Purchase Order (PO), also referred to as the “Order” and all attachments constitutes the entire and sole agreement between the parties with respect to the subject matter of the Purchase Order and supersedes all previous negotiations, communications, and other agreements. Whether written or oral, relating to it, unless they are incorporated by reference in the order.
2. **SUPPLIER’S INVOICE & SHIPPING:** Each invoice shall be rendered separately for each delivery, shall not cover more than 1 purchase order, shall refer to the purchase order number which it is issued to, and shall be rendered to Tulmar Safety Systems Inc, 1123 Cameron Street, Hawkesbury, Ontario, Canada, K6A 2B8.
Payment is subject to any adjustment for any shortage or rejection of supplied goods or services. Freight and other charges shall be itemized and presented with appropriate justification. All packing slips shall reference the Purchase Order Number, line-item number and Tulmar part number (where applicable) under which the goods were ordered. All items must be suitably packaged and prepared for shipment to secure the lowest transportation rates and compliance with standard carrier regulations. The seller shall take reasonable means to ensure goods furnished are protected from oxidizing or other degradation. No charges will be paid by Tulmar for packaging, crating or cartage, unless previously agreed in writing. Terms are Net thirty (30) days.
3. **PROPERTY IN THE GOODS:** Title in the goods supplied under this order shall vest in Tulmar upon delivery and acceptance by Tulmar. Title in all materials, parts, work-in-process, and finished goods paid by advance or progress payment shall vest in and remain in Tulmar. Where title to any material, parts, work-in-progress or finished work becomes vested with Tulmar, the supplier shall upon Tulmar’s request establish to Tulmar’s satisfaction that the title is free and clear of all claims, liens, attachments, charges, or encumbrance.
4. **QUANTITIES:** Shipments must equal the exact quantity ordered unless otherwise agreed.
5. **DELIVERY:** Supplier is required to determine and commit to confirmed delivery dates agreed by Tulmar. Deliveries shall be FOB destination. Delivery dates specified herein indicate when the goods are required at Tulmar’s facility. Tulmar has the right to cancel this order in its entirety or part thereof if the Supplier does not meet the specified dates, and to purchase substitute goods elsewhere and to charge the Supplier with any loss incurred. (Please refer to clause 18 termination for default)
6. **ASSIGNMENT:** The order shall not be assigned in whole or in part by the Supplier without prior consent in writing from Tulmar. Any purported assignment made without such consent is void and of no effect. No assignment of the order shall relieve the Supplier from any obligation under the order or impose any liability upon Tulmar, unless otherwise agreed to in writing by Tulmar.
In instances where the work is subcontracted to an Approved Maintenance Organization (AMO) Service Provider, the Minister reserves the right to access the Supplier’s facilities and inspection records for the purpose of verifying compliance.
7. **ORDER MODIFICATION:** This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded, or otherwise altered except by a written modification signed by the Director of Finance and delivered by Tulmar to Seller.
8. **WARRANTIES & REPRESENTATIONS:** Seller warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Tulmar, (b) shall be fit and serviceable for the purpose intended, as agreed to by Tulmar and Seller (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Tulmar, and (e) shall not infringe any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Seller warrants that Tulmar shall have good and marketable title to all goods (including all components thereof) purchased by Tulmar pursuant to the order, free of all liens and encumbrances and that no licenses are required by Tulmar to use such goods. With respect to services, Seller warrants that all services shall be provided in a qualitative

and professional manner, with a degree of skill and care consistent with current accepted professional procedures and industry standards. Neither receipt of material, work product or merchandise, nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Tulmar may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services. Further, Supplier warrants that it is duly authorized and entitled to sell the goods covered by this order and/or to provide the services contemplated therein. The warranty period shall be one year from date of acceptance of goods unless otherwise specified in the purchase order.

9. **CANADIAN CONTENT VALUE (CCV):** The Industrial Technological Benefit (ITB) program ensures that Government of Canada (GOC) defence and security procurements generate high value-added business activity for the Canadian industry. The ITB Policy requires companies undertaking business activities in Canada valued at 100 percent of the value of the defence or security contract they have been awarded by the Government of Canada. The ITB obligation is a contractual commitment and part of the overall government procurement contract. Therefore, as a Supplier to Tulmar, you may be asked to provide CCV information. Reporting is required during the quotation phase, and annually thereafter, depending on the GOC contracts your products are used in. A Tulmar representative will guide you through the process.

10. QUALITY ASSURANCE

Certificate of Conformance (COC)/Compliance: COCs are required for all products or services supplied. The COC must reference the purchase order number, part number, drawing number, drawing revision level, and the quantity as applicable and any additional documentation specified on the purchase order. Tulmar reserves the right to request a review of all inspection results and/or test data necessary to support evidence of such compliance and these must be made available upon request.

Source Inspection: Tulmar or Tulmar accompanied by a Subcontractor and/or Tulmar's Customer shall be entitled to reasonable access to inspect the goods covered by this order at any stage of production. Tulmar reserves the right to request all items under applicable PO be subject to inspection & test at your facility by our Quality Department personnel, prior to shipment. When requested you shall provide facilities, equipment, and assistance as necessary to perform source inspection on the applicable PO as well as sufficient advanced notice of completion of contract, of not less than five (5) days to permit scheduling of source inspection.

Non-Conforming Material: Supplier shall not knowingly ship any product that does not conform to requirements. When discrepancies/nonconformances are known which will not affect form, fit, or function, supplier shall submit a Deviation Request to the attention of the Tulmar's Purchasing Representative prior to shipping any part/product/material. If a deviation is requested after Tulmar has received the product, it shall be rejected, and the shipment will be considered non-conforming thus affecting your Supplier rating.

Repairs and Reworks: "Rework" is defined as performing a standard process to bring a part in tolerance that may not have been in tolerance when originally produced/inspected. "Repair" is defined as doing a nonstandard process to fix a mistake the supplier may have made. Repair is **NOT** acceptable without previously obtained written approval.

Supplier Corrective Action: Supplier Corrective Action Request ("SCAR") serves to communicate a nonconformance and requires from the supplier a Root Cause Analysis of the nonconformance and Corrective Action to prevent recurrence. Prompt response to a SCAR is required – it affects your Supplier rating.

Final Acceptance: Final acceptance of products procured under the applicable PO will be based upon Tulmar's inspection at the destination of shipment for conformance to all provisions of this PO. Tulmar reserves the right to refuse acceptance of goods which fail to conform to the requirements of this order. Supplier shall reimburse Tulmar for the cost of delivery of goods not accepted by Tulmar. Goods not accepted by Tulmar shall be returned to the supplier at the supplier's risk and expense.

Configuration Control: **NO CHANGE** shall be made to materials, parts, design, or manufacturing process of the articles purchased after approval of design and configuration or after accepting an order, without prior written approval.

Counterfeit Product: Counterfeit Product means an unauthorized copy, imitation, substitute, or modified part (such as but not limited to material, part, or component), which is misrepresented as a specified genuine part of an original or authorized manufacture.

The Supplier shall ensure that Counterfeit Product is not delivered to Tulmar. In fulfilling its obligations under the Purchase Order, the Supplier shall only purchase goods to be delivered or incorporated as Product to Tulmar directly from the organization that is the originating source for the production of legitimate components or equipment. Product shall not be acquired from distributors that are independent from the originating organization's authorized distribution chain, without written approval from Tulmar.

The Supplier shall as soon as practical notify Tulmar if the Supplier becomes aware or suspects that it has acquired

Counterfeit Product. When requested by Tulmar, the Supplier shall provide documentation that authenticates traceability of the affected Products to the organization that is the originating source for the production of legitimate components, goods, or equipment.

In the event that Product delivered under the Purchase Order constitutes or includes Counterfeit Product, the Supplier shall, at its expense promptly replace such Counterfeit Product with genuine Product conforming to the requirements of the Purchase Order. Notwithstanding any other provision in the Purchase Order, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Product, including without limitation Tulmar's costs of removing Counterfeit Product, of reinserting replacement Product and of any testing necessitated by the reinstallation of Product after Counterfeit Product has been exchanged.

The Supplier shall flow down these requirements to the Supplier's supply chain for any Items that are intended for supply to Tulmar.

Employee Awareness: Supplier shall ensure that persons involved in the supply of products or services to Tulmar are aware of:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

11. QUALITY CLAUSES: All purchase order line items shall conform and adhere to all quality clauses assigned to that product part number, as listed in the purchase order. A failure to meet all of the assigned clauses shall be a cause for rejection of part or all of the purchase order.

12. MANUFACTURING DATA: Seller acknowledges that it has available to it all specifications, drawings, data, and other documents referenced in this Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

Buyer's Drawings. All drawings, specifications and data furnished by Buyer to Seller hereunder shall remain the property of Buyer or Buyer's Customers (as the case may be) and shall not be disclosed by Seller and shall be used by Seller only as and to the extent required for the performance of this Order, unless otherwise approved by Buyer in writing. Upon completion of work by Seller under this Order and upon Buyer's request, Seller shall promptly return to Buyer all drawings, specifications and other data furnished by Buyer in connection herewith, together with all copies or reprints in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications, data, or any information derived there from, without Buyer's prior written consent.

Seller's Drawings. If the performance of the Order obligates Seller to manufacture Seller-designed Buyer part numbered Products to Seller's drawing revision level and where manufacturing will be to a different revision level, Seller will provide Buyer released updated drawings with explanation as to how the present configuration differs from the specified or approved revision level configuration. Seller must receive Buyer's approval of updated drawing prior to the manufacturing and shipment of Products to Buyer.

No review or approval by Buyer of any work hereunder or of any designs, drawings, specifications, or other documents prepared by Seller will be construed to relieve Seller in any way from design responsibility for the Products to be delivered hereunder, or from responsibility to comply with the requirements of the Order.

13. TULMAR SUPPLIED PROPERTY: Title to any and all property furnished by Tulmar at no charge to the Supplier in connection with this order shall at all times vest in Tulmar, and Supplier assumes all liability for loss, damage, or Supplier's failure to return such property to Tulmar upon request.

14. GOVERNMENT OWNED PROPERTY (GP): The supplier shall ensure that all GP is distinctly identified through the use of labeling, bar coding, decals or stamping as Property of the U.S. Government, segregated, and recorded.

1. Property of the U.S. Government must be kept separated from other Government property and cannot be comingled or co-located with any other material.
2. The supplier shall ensure that all GP is protected against:
 1. Unauthorized access or usage;
 2. Theft or misappropriation
 3. The elements, including excess of dust and dirt, and
 4. Possible breach of security

15. AMENDMENTS: Tulmar may at any time amend the scope of this order by written notice. If any such changes cause a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.

- 16. DELAY NOTICE:** In the event that supplier encounters difficulty in meeting the requirements of this order, including delivery, the Supplier shall immediately inform Tulmar in writing. This provision shall not relieve Supplier of the obligation to conform to the provisions of the order.
- 17. AVAILABILITY OF SPARES:** If components under this order are no longer going to be manufactured by the Supplier, the Supplier shall either advise Tulmar by notice sufficiently in advance (one year if possible) to permit a final purchase of spares or make satisfactory arrangements with a third party to establish a continuing source of spares.
- 18. SUSPENSION OF WORK:** Tulmar has the right, by written notice, to order the Supplier to suspend or stop all or part of the work under this Purchase Order for a period of up to ninety calendar days. The Supplier shall immediately comply with any such order in a manner that minimizes the cost of so doing. While such an order is in effect, the Suppliers shall not remove any part of the work from any premises without prior written consent. Prior to expiration of such suspension, Tulmar may rescind the order or terminate the order. If any such suspension causes a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.
- 19. TERMINATION FOR DEFAULT:**
- (a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order if Seller: (i) fails to make delivery of the Products or to perform the work or services within the time specified herein; (ii) fails to perform any other provision of this Order or breaches any of the terms hereof; (iii) fails to provide adequate assurance of future performance; (iv) fails to make progress so as to endanger performance of this Order in accordance with its terms; or (v) files or has filed against it a petition in bankruptcy or becomes insolvent or suffers a material adverse change in financial condition. Seller shall have ten (10) days (or such longer period as Buyer may authorize in writing) to cure any such failure after receipt of notice from Buyer specifying such failure. Upon failure to cure the default, Buyer may give Seller written notice of Termination for Default. Default involving delivery schedule delays or adverse change in financial condition shall not be subject to the cure provision.
- (b) Following a termination for default of this Order, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Products, (ii) any partially completed Products and materials, parts, tools, dies, jugs, fixtures, plans, drawings, information, and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.
- (c) If Buyer terminates this Order in whole or in part, in addition to any other remedies of Buyer at law or equity or under this Order, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, Products similar to those terminated, and Seller shall pay Buyer upon demand all excess procurement costs (including administrative costs) that Buyer may incur for such procurement. If after termination for default under this Order, it is determined that Seller was not in default, such termination shall be deemed a termination for convenience.
- (d) Seller shall continue performance of the non-terminated portion of this Order as directed by Buyer.
- 20. TERMINATION FOR CONVIENENCE:**
- (a) Buyer may terminate, for its convenience, the whole or any part of the work required under this Order by delivering to Seller a written notice of termination specifying the work terminated and the effective date thereof.
- (b) Upon receipt of said notice, Seller must immediately cease work and shall immediately cause any and all of its suppliers and subcontractors to cease work, including but not limited to the manufacture and procurement of materials for the fulfillment of the terminated portion of the Order, and upon request deliver to Buyer all completed and partially completed Products and work in process, as well as any other deliverables described below.
- (c) In the event Seller has a claim for adjustment, it must notify Buyer in writing of its intent to file a claim within twenty-one (21) calendar days from the effective date of termination. Seller's final termination claim must be submitted to Buyer within sixty (60) calendar days from the date that Seller's intent to file a claim was submitted to Buyer. Seller shall have no other remedies after this period.
- (d) Buyer's only obligation shall be to pay Seller a percentage of the price reflecting the percentage of the work performed prior to the notice of termination plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system have resulted from the termination. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. In the event that Buyer terminates this Order pursuant to Government direction, Seller's recovery of termination costs shall be limited to the extent that Buyer is able to recover such costs from the Government.
- (e) In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or any amount in excess of the total Order price.
- (f) Upon Buyer's request, Seller shall make reasonably available to Buyer, any books, records or documents supporting Seller's termination claim proposal.
- (g) Upon Buyer's payment to Seller, title to all deliverables shall vest in Buyer. Deliverables include, but are not limited to: Products, work-in-progress, Special Tooling, Special Test Equipment, plans, drawings, specifications, or

other information acquired under this Order. Buyer's right of termination is in addition to and not in derogation of Buyer's rights under Clause 15, Termination for Default, hereof. Notwithstanding the issuance by Buyer of a notice of termination hereunder, any rights of Buyer based on prior breach of performance by Seller shall survive. Upon receipt of a notice of termination, Seller shall continue with performance of any work not terminated under this Order. Seller shall also protect and preserve all property related to this Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

- 21. INTELLECTUAL PROPERTY:** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors, affiliates, agents and customers, against claims of direct or contributory infringement or inducement to infringe any third party's intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Products or services procured or provided by Seller (including, without limitation, their manufacture, purchase, offer for sale, use and/or sale), including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer that are required by this Order. Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the item or replace or modify the item so that it becomes non-infringing;
- (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller for infringement of any intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or trade secret);
- (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under this Order without payment of any royalty or other compensation to Seller; that manufactured parts based on Buyer's designs, drawings or specifications may not be used in any manner for Seller's or Seller's affiliates and suppliers own use or sold to third parties without Buyer's express written consent;
- (d) to assign and hereby assigns to Buyer each invention, discovery, or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of this Order;
- (e) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries, or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to each invention, discovery, or improvement and to file applications for patents throughout the world;
- (f) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire," and, to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights therein (including, without limitation, any source code);
- (g) to give Buyer or its designees all assistance reasonably required to perfect any such rights; and if this Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, then this Clause does not change the rights in technical data that the U.S. Government obtains pursuant to any FAR or DFARS clauses incorporated into this Order by way of an attachment.
- 22. SUCCESSORS AND ASSIGNEES:** The order shall tenure to the benefit of, and shall be binding upon, the successors and permitted assignees of Tulmar.
- 23. NON-DISCLOSURE:** All information received from Tulmar Safety Systems in any form including hardcopy, electronic and verbal shall be treated as Commercial in Confidence and shall not be used for purposes other than the work requested, furthermore, the aforementioned information, shall not be divulged in any form to any third party, nor shall it be copied either in whole or in part without the expressed written consent of Tulmar Safety Systems. All information shall be returned to Tulmar upon completion of the requested work.
- 24. PRODUCT AND SERVICE OBSOLESCENCE:** The Seller is obligated to promptly notify Tulmar of any forthcoming product obsolescence, ensuring ample time for Tulmar to arrange alternative supply solutions. Such notification must include pertinent details such as the exact discontinuation date of the product, the availability of a "last time buy" option where applicable, and recommendations for suitable replacements or alternatives.
- 25. TOOLING:** Any tooling and development charges are a one-time charge, which includes maintenance and storage of the tooling at the supplier's facility. Maintenance and storage must be to a suitable level to ensure that all tooling is kept in a production-ready condition. All tooling developed under this PO shall become the property of Tulmar and will not be used for any purpose other than ordered by Tulmar without written permission from Tulmar Safety Systems. All such tooling may be required to be returned upon completion of this order within a reasonable time. Such property, and where practicable, each individual items thereof shall be plainly marked, tagged, or otherwise adequately identified by the Supplier as "Property of Tulmar Safety Systems Inc."

- 26. PRODUCT DISPOSAL:** Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, dispose of all Products, including partially completed Products, as required, or directed by Buyer and in accordance with Controlled Goods or ITAR requirements.
- 27. BUYER'S REMEDIES:** All rights and remedies of Buyer set out in this PO are cumulative and are in addition to any remedies provided at law or equity.
- 28. RECORD RETENTION:** All records pertaining to this Order shall be stored for at least seven (7) years after final payment by Tulmar.
- 29. WAIVER:** Failure by Tulmar to enforce any provision(s) of this Order shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of Tulmar thereafter to enforce each and every such provision(s).
- 30. SEVERABILITY:** Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Order shall remain in full force and effect.
- 31. RULES OF CONSTRUCTION:** Each party has participated fully in the review and negotiation of this Order. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 32. INDEMNIFICATION:** Supplier agrees to indemnify, defend, and hold Tulmar, Tulmar's customers, or anyone claiming through Tulmar's customers harmless against any and all liabilities, cost and expenses (including attorney's fee) and losses whatsoever incurred by Tulmar, Tulmar's customers and anyone claiming through Tulmar as a result of any allegation grounded in breach of warranty, negligence, strict liability in tort or otherwise.
- 33. COMMUNICATIONS:** Tulmar shall be solely responsible for all liaison and coordination with the Customer, any higher tier contractor(s), or the Canadian Government, for this PO, and any related order. Except as required by law, Seller shall not communicate with the Customer, any higher tier contractor(s), or the Canadian Government, with respect to this Order, and/or any related Order without prior written approval from Tulmar.
- 34. BUSINESS CONDUCT AND ETHICS:** Tulmar is committed to building strong business relationships with its suppliers based on lawful, honest, ethical, and impartial business practices. Tulmar's expectation is that Seller will also conduct its business in a lawful, honest, ethical, and impartial manner. Seller (or any agent or representative of Seller) shall not offer or provide gratuities or kickbacks to any employee of Buyer. Failure of Seller to honor this commitment may, at Buyer's option, result in immediate termination of the Order in accordance with clause 14, termination for default, without provision for cure. Tulmar's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Tulmar or any employee or agent of Tulmar has behaved improperly or unethically in connection with this Order, Seller shall report such behavior to the Director of Finance immediately.
- 35. FORCE MAJEURE:** Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, Product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon cessation of the Force Majeure, take all reasonable steps to resume compliance with its obligations. If Seller's failure is caused by the failure of a subcontractor of Seller and if such failure arises out of causes beyond the reasonable control of both, and if such failure is without the fault or negligence of either, Seller shall not be liable for excess re-procurement costs unless the Products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Notwithstanding the above, if such delays extend Seller's delivery or performance date by more than thirty (30) days, Tulmar may terminate such part of this Order remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of clause 18 termination for convenience.
- 36. CONFLICT MINERALS:** Supplier recognizes and is aware of the United States public policy provision section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act which identifies the legal and non-legal risks associated with sourcing **tungsten, tantalum, tin, and gold** (otherwise known as conflict minerals 3TG) from the Democratic Republic of the Congo (DRC) and the adjoining 8 countries (Burundi, Central African Republic, Tanzania, Zambia, Angola, Rwanda, South Sudan, and Uganda). Therefore, the goods delivered must comply with section 1502 of the Dodd-Frank act and its regulations. The Supplier by accepting this order commits to using due diligence throughout their supply chain by making a reasonable inquiry as to the country of origin of any and all conflict minerals

that maybe incorporated in your products and will provide a full disclosure for the calendar year for all products delivered using the “**conflict mineral form**” available on Tulmar’s website.

37. **DECLARATION OF ORIGIN:** A Certificate of Origin (e.g. CUSMA) must be supplied with all shipments regardless of PO delivery address. Supplier shall accept responsibility for the information provided on the Certificate of Origin, letter, or affidavits. By signing these documents, Supplier accepts responsibility that the information is complete and accurate. Supplier also accepts any liabilities resulting from inaccurate information submitted. This liability shall extend to missing or inaccurate information on the Canada Customs Invoice. Supplier and not the buyer shall pay all resulting penalties incurred.
38. **GOVERNING LAWS:** This order shall be construed, and the rights and obligations of Tulmar and Supplier shall be governed in all respects by the laws of the province of Ontario.
39. **PROVINCIAL SALES TAX EXEMPTION** - License No. 5879-7176