



Purchase Order General Terms and Conditions

1. **TERMS:** The terms and conditions of this Purchase Order, including those on the face hereof and those set forth below and in the Supplemental Terms and Conditions attached hereto, if any, represent the entire agreement between Seller and Buyer. Acceptance is limited to the terms and conditions of this Purchase Order, and no purported revisions of, additions to, or deletions from this Purchase Order shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to affect any variation herein unless expressly agreed to in writing by Buyer's authorized representative. The delivery of any goods or the furnishing of any services pursuant to this Purchase Order shall constitute acceptance by Seller of this Purchase Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of this Purchase Order are inconsistent with those set forth herein, the terms on the face shall govern. Any reference on the face of this Purchase Order to Seller's proposal shall be exclusive of any terms and conditions attached to or referred to therein.
2. **SPECIFICATIONS:** All goods and services furnished pursuant to this Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in this Purchase Order. No change in this Purchase Order shall be made except upon written application to, and subsequent written authority of, Buyer.
3. **TIME AND PLACE OF DELIVERY; BUYER'S INSPECTION; ACCEPTANCE:** Time is of the essence of this Purchase Order. Delivery must be made as specified on the face of this Purchase Order. Buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. If Seller is required to provide Material Safety Data Sheets, they will be delivered to Buyer prior to delivery of any goods under this Purchase Order. All goods shall be received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense goods which fail to conform strictly to the requirements of this Purchase Order. All materials are subject to inspection and testing by Buyer at manufacturer's plant.
4. **RISK OF LOSS:** Risk of loss of any goods sold hereunder shall transfer to Buyer at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by Buyer shall nonetheless remain with Seller.
5. **SHIPMENT:** If requested on this purchase order, goods must be shipped by the particular route, method and carrier as stated in this Purchase Order. In the event that Seller fails to ship goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any increased costs occasioned thereby.
6. **PACKING, MARKING, AND INVOICING:** A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by carrier's representative, shall be forwarded to Buyer not later than the day after shipments are made.



Individual invoices shall be issued for each separate shipment. Buyer shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices.

7. **PAYMENT; WAIVER OF LIENS:** Payment will be made in accordance with the terms of the face of this purchase order in proper form and substance, of all documentation required by this Purchase Order. Seller shall furnish to Buyer any analysis or breakdown of the price as Buyer may reasonably request. This Purchase Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Buyer. As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for payment by any laborer, subcontractor or supplier of Seller.
8. **TAXES:** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Buyer will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Agreement, Buyer may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
9. **HAZARDOUS MATERIALS:** Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer.
10. **SELLER'S WARRANTIES:** Seller expressly warrants that for a period of one year or their maximum offered warranty whichever is longer.
11. **MANUFACTURER'S WARRANTIES:** Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Supplier and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.
12. **LIMITATION OF LIABILITY:** EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 11, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS AGREEMENT.



13. **ELECTRICAL/ELECTRONIC COMPONENTS AND EQUIPMENT:** All electrical/electronic components or equipment must have Ontario provincial approvals such as the Electrical Safety Authority, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.
14. **BUYER'S REMEDIES:** Buyer's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9.
15. **LAWS AND REGULATIONS:** All goods furnished, or services rendered pursuant to this Purchase Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations, including without limitation, all applicable environmental and occupational health and safety laws and regulations.
16. **CONFIDENTIALITY:** Seller and its directors, officers, employees and agents shall not disclose to any third party any information pertaining to the goods provided or services performed hereunder or pertaining to Buyer's business or operations which Seller obtains or has access to in connection herewith, without the prior written consent of Buyer.
17. **SURVIVAL; REMEDIES CUMULATIVE:** All agreements and representations of Seller herein (including those regarding, confidentiality, indemnification, and warranties) shall survive delivery and final payment hereunder, or any earlier termination hereof. All of the rights and remedies available to Buyer hereunder are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity.
18. **GOVERNING LAW:** This Purchase Order shall be governed by the laws of the Province of Ontario, without giving effect to its principles of conflicts of law.
19. **ENGLISH LANGUAGE:** The parties hereby confirm their express wish that this Purchase Order and all related documents be drafted in the English language, but without prejudice to any such documents which may from time to time be drawn up in French only or in both French and English. Les parties aux présentes confirment leur volonté que cet ordre d'achat et tout document accessoire soient rédigés en langue anglaise, mais sans préjudice cependant à tous tels documents qui pourront à l'occasion être rédigés en français seulement ou à la fois en français et en anglais.
20. **SANCTIONS COMPLIANCE:** The Vendor warrants that it is in full compliance with all applicable Canadian laws and regulations, including the **Special Economic Measures Act (SEMA)** and its associated regulations.
21. **NO DEALINGS WITH SANCTIONED PARTIES:** The Vendor shall not directly or indirectly supply to Felix Technology Inc. any goods, technology, or services that:
 - Originate from or are transshipped through a country or territory subject to Canadian sanctions,
 - Are produced or sourced from individuals or entities listed on the **Consolidated Canadian Autonomous Sanctions List**, or
 - Are otherwise subject to restrictions under Canadian sanctions regulations.
22. **END-USE AND ORIGIN REPRESENTATION:** The Vendor shall, upon request, provide full disclosure of:
 - The country of origin of all products,
 - The identity of all subcontractors or intermediaries involved,
 - The end-use and end-user certifications where applicable.



23. **NOTIFICATION OF SANCTIONS-RELATED ISSUES:** The Vendor shall immediately notify Felix Technology Inc if it becomes aware that any of its products, services, or business practices could potentially violate Canadian sanctions laws.
24. **RIGHT TO AUDIT AND TERMINATION:** Felix Technology Inc reserves the right to audit the Vendor's compliance with this clause and to terminate the agreement immediately in the event of any breach or suspected breach of Canadian sanctions laws.