

Terms and Conditions

1. **APPLICABILITY.** Unless and to the extent that a separately negotiated contract executed between the parties is cited on the procuring party's purchase order, the following terms and conditions of sale apply to any purchase order covering any products, systems or parts offered for sale ("Product(s)") by Boeing Distribution Canada Ltd., and its affiliates and subsidiaries ("Supplier") to the procuring party ("Buyer").
2. **PURCHASE ORDERS**
 - 2.1 Buyer is not obligated to buy any Products from Supplier, and Supplier is not obligated to sell any Products to Buyer. If Buyer orders Products from Supplier, and Supplier accepts the order from the Buyer, these terms and conditions of sale will apply to all such purchase and sales transactions.
 - 2.2 Despite any references to Buyer terms of purchase, any purchase order covering the sale of Products will be governed solely by these terms and conditions of sale and any other mutually agreed upon written provisions which take precedence over any Buyer Terms. Verbal understandings are expressly excluded.
 - 2.3 Supplier's acceptance of Buyer's purchase order is made expressly conditional on Buyer's assent to these terms and conditions of sale and the terms contained in any Supplier purchase order acknowledgement. Supplier's automated purchase order acknowledgements, if any, do not constitute Supplier's acceptance. Supplier does not waive any term in these terms and conditions of sale if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's purchase order, except as provided below, and Supplier expressly rejects such provisions.
 - 2.4 Buyer's silence, acceptance, or use of Products constitutes its assent to these terms and conditions of sale.
 - 2.5 Any additional or different terms, which may be contained in any documents furnished by Buyer, are deemed material and Supplier hereby objects to and rejects them. Any such additional or different terms are effective only if in writing and signed by an authorized representative of Supplier.
 - 2.6 Buyer's purchase orders must include and may only serve to specify
 - (i) Supplier's part number or applicable specifications referenced in Supplier's quotation, including a general description of the Product; (ii) requested delivery dates; (iii) price; (iv) quantity; (v) location to which the Product is to be shipped; (vi) location to which invoices should be sent for payment; (vii) Buyer's purchase order number and Supplier's quotation number, if applicable; (viii) Buyer's carrier and mode of transportation plus any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable; and (ix) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for military or quasi-military purposes.
3. **PRICES**
 - 3.1 Unless Supplier's quote states otherwise, prices are quoted in United States of America currency and are valid for Products delivered within ninety (90) calendar days of quotation. Prices do not include any of Supplier's non-standard costs, including but not limited to, testing, Buyer-specific certification or inspection requirements, etc., unless specifically stated on Supplier's quotation. Supplier reserves the right to change or withdraw quoted prices until Supplier has accepted Buyer's purchase order.

- 3.2 Buyer's purchase order is subject to Supplier's minimum order requirements. Supplier reserves the right to limit order quantities for certain Products.
- 3.3 For the purposes of these terms and conditions of sale "Taxes" are defined as all taxes, fees, charges or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to, income, withholding, sales, use, value-added, gross receipts, stamp, excise, digital services, transfer and similar taxes imposed by any domestic or foreign taxing authority arising out of or in connection with these terms and conditions of sale. Unless otherwise stated, all prices are exclusive of Taxes. Except for corporate income and/or trade taxes and business and occupation tax imposed on Supplier, Buyer will be responsible for and pay all Taxes. If any payments to Supplier under these terms and conditions of sale are subject to withholding tax, Buyer will pay to Supplier such gross amount that after payment of the withholding tax, would result in the receipt by Supplier of the full amount due under these terms and conditions of sale (i.e., Supplier will receive as net payments the full amount specified regardless of the amount of withholding taxes paid). Buyer will notify Supplier of the payment of any Taxes made in the name of Supplier and provide Supplier within a commercially reasonable period of time the appropriate documentation evidencing such tax payments (receipts, withholding tax certificates, etc.).
- 3.4 For all Products where Supplier's vendors (including, but not limited to, the original equipment manufacturers) publish a catalogue price, Supplier will invoice and Buyer will pay the catalogue price effective on the date Supplier ships the Product(s) regardless of when the purchase order was placed. For all other Products, prices are based upon material costs in effect as of date Supplier accepts Buyer's purchase order. At any time after Supplier accepts Buyer's purchase order but prior to shipment of Product(s) by Supplier, should market terms and conditions cause (i) Supplier's Product cost from the Product manufacturer to rise above ten percent (10%), and/or (ii) the Product cost in the open marketplace, including, but not limited to, import duties and transportation costs, to rise above ten percent (10%) of the original sale price, then Supplier reserves the right to re-quote the Product in question and/or adjust pricing to reflect increases from the Product manufacturer. If the parties cannot agree upon the re-quotation or reprice of the Product(s), Supplier reserves the right to cancel Buyer's purchase order with respect to the Product(s) in question.
4. PAYMENT
- 4.1 Provided Supplier's credit and collections department has granted credit terms to Buyer, Buyer will pay Supplier's invoices within thirty (30) calendar days of their date. Buyer's payment(s) must be made in United States of America currency and must be accompanied by remittance detail containing at a minimum Supplier's invoice number and amount paid per invoice. Supplier reserves the right to correct any inaccurate invoices. Payments, without deduction for electronic funds transfer fees, must be in accordance with the "Remit To" field on each invoice.
- 4.2 Supplier may establish credit terms with Buyer through application to Supplier's credit and collections department. If applicable, Supplier may re-evaluate Buyer's credit terms at all times. If Supplier determines in its sole discretion that Buyer fails to qualify for credit terms at any time, then Supplier may, without notice to Buyer, modify or withdraw credit terms, including, but not limited to, requiring advance payment, letters of credit, guarantees, or other security.
- 4.3 If Buyer is delinquent in its payment obligations to Supplier, Supplier may at its option (i) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and delivery lead-times; (ii) refuse to process any credit to which Buyer may be entitled; (iii) set off any credit or sum owed by Supplier to Buyer against any undisputed amount owed by Buyer to Supplier; (iv) withhold future deliveries to Buyer; (v) declare Buyer's performance in breach and terminate the purchase order or any other agreement between the parties; (vi) repossess Products for which payment has not been made; (vii) make future deliveries on a cash-with-order or cash-in-advance basis; (viii) charge interest on delinquent amounts at a rate of one point five percent (1.5%) per month (18% per annum) or the maximum rate permitted by law, if lower, for each month or part thereof; (ix)

charge storage or inventory carrying fees on Products; (x) recover all costs of collection including, without limitation, reasonable lawyers' fees; (xi) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (xii) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available herein, at law, in equity or otherwise.

- 4.4 If Buyer disputes Supplier's invoice, or any portion thereof, Buyer will so notify Supplier within ten (10) working days of the date of Supplier's invoice. Buyer's failure to provide notification within said period will be deemed acceptance of Supplier's invoice by Buyer. The parties will use all reasonable efforts to resolve invoice disputes expeditiously. Notwithstanding any invoice disputes, Buyer will promptly remit payment for invoices, or portions thereof, not in dispute.

5. DELIVERY

- 5.1 Supplier will prepare and package Products in accordance with its normal commercial practices. Unless otherwise required by Section 19.5 below, delivery of Products will be EXW (Incoterms 2020) Supplier's facilities worldwide.
- 5.2 Supplier will ship Products by the mode and carrier designated by Buyer in accordance with the shipping instructions provided in the applicable purchase order. Where Buyer provides no instructions for the method of shipment, the method of shipment will be at Supplier's discretion. Supplier will schedule delivery in accordance with its standard lead time unless Supplier agrees in writing to a separate delivery date.
- 5.3 Shipping dates are given at the best of Supplier's knowledge based upon terms and conditions existing at the time the purchase order is placed and information furnished by Buyer. Supplier will, in good faith, endeavor to ship by the estimated shipping date but will not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.
- 5.4 Supplier reserves the right to make partial shipments against total purchase order requirements and deliver in advance of the scheduled delivery date whenever possible.
- 5.5 Buyer's acceptance of late deliveries will constitute a bar to a claim of late delivery.
- 5.6 All shipping expenses from the FCA (Incoterms 2020) Supplier's facilities worldwide to Buyer, including transportation and insurance costs, will be for the account of Buyer. If Supplier prepays such transportation charges, Buyer will reimburse Supplier upon receipt of an invoice for those charges.
- 5.7 Title and risk of loss and damage will pass to Buyer upon delivery in accordance with the applicable delivery term set forth in Section 5.1 above.
- 5.8 Supplier is entitled to quote additional charges for any rush shipments, special routing, packing, labeling, handling or insurance requested by Buyer.

6. ACCEPTANCE

- 6.1 Buyer will inspect Products within a reasonable period, not to exceed ten (10) calendar days, after Buyer receives Products. Products will be deemed accepted unless Supplier receives written notice of rejection explaining the basis for rejection within such period.
- 6.2 Once accepted, Buyer's only recourse or remedy for non-conforming or defective Products will be as provided in Section 10 below.
- 6.3 Before acceptance, Supplier may, at its option, either (i) replace rejected Products or (ii) credit Buyer with the purchase price of rejected Products to the extent already paid.

- 6.4 Following initial delivery, the party initiating shipment will bear the risk of loss or damage to rejected Products in transit, except that Supplier will reimburse Buyer for normal and reasonable surface shipping costs incurred to return properly rejected Products to Supplier's designated facility.
- 6.5 If Supplier reasonably determines that rejection was improper, Buyer will pay all expenses relating to the improper rejection.
- 6.6 Supplier's delivery of quantities within five percent (+/-5%) of Buyer's requested quantities of Products will be deemed completed purchase orders. For delivery shortages, Buyer may, without further recourse, direct Supplier to fulfill any Product shortfall. Buyer will return or purchase, at its option, Products delivered in excess of quantities requested in Buyer's purchase order.
- 6.7 Buyer will comply with Supplier's return material authorization policy, which can be found at, <https://shop.boeing.com/aviation-supply/returnsandexchanges> and will ship returned Products to Supplier suitably packed for shipment to prevent damage in transit in accordance with reasonable shipping practices.
7. TERMINATION/PURCHASE ORDER CANCELLATION/CHANGES
- 7.1 Buyer may cancel a purchase order, in whole or in part, only in the event of a default by Supplier that has not been corrected within ninety (90) calendar days following Supplier's receipt of Buyer's written notice stating the nature of Supplier's default and the corrective action requested.
- 7.2 Any other changes initiated by Buyer to a purchase order, including, but not limited to, specification, price, delivery time, or interchangeability of any Product can only be made by a change order signed by the authorized representatives of Buyer and Supplier. Such change order will include (i) the reason for the change; (ii) a description of the change; (iii) the effect on the specification, price, delivery time and/or interchangeability of the Product; and (iv) the effective date of the change. Supplier will review all Product specification changes requested by Buyer and will promptly advise Buyer whether such a change is technically feasible and, if so, the effect on unit price and delivery schedule.
- 7.3 Notwithstanding the foregoing, if all or part of Buyer's purchase order is terminated by modification or rescission, Buyer, in the absence of a contrary written agreement between Supplier and Buyer, will pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, Supplier's written consent must be given in advance of Buyer's return of Products for credit.
8. TOOLING AND DATA. Supplier owns all rights to all specifications, drawings, engineering instructions, data, material, equipment (e.g., scanners), software, processes, facilities and tooling, including, but not limited to, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, manufacturing aids and replacement items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from Supplier to Buyer or originally supplied from Buyer to Supplier.
9. NON-DISCLOSURE. These terms and conditions of sale do not supersede any confidentiality agreement executed by Buyer and Supplier that otherwise applies to Products, services, technical data or other information delivered in connection with any purchase order. In the absence of such confidentiality agreement, Buyer may use Supplier's proprietary and/or confidential information ("Proprietary Information") only in relation to the use of Supplier's Products by Buyer or for purposes directly relating to these terms and conditions of sale. For purposes of these terms and conditions of sale, Proprietary Information includes, without limitation, any business records, technical information or data of any kind, including, but not limited to, all financial information, costs, quotations, price lists, designs, specifications, or drawings, that have been disclosed by Supplier, or any other information expressly marked as "Confidential" or "Proprietary" by Supplier or any of its suppliers. Proprietary Information will remain the property of Supplier and its suppliers. Buyer may only disclose Proprietary

Information to its employees on a need-to-know basis, will protect against its inadvertent disclosure, and will not disclose Proprietary Information to any third party without Supplier's prior written consent. Buyer will not disclose to any third party the existence of, or any information concerning, the transaction contemplated hereby, nor any pricing of Products offered hereunder, without first obtaining the written consent of Supplier, unless required by law.

10. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY

- 10.1 Buyer acknowledges that Supplier is a distributor of Products and that Supplier will be purchasing the Products from third parties pursuant to the specifications Buyer provides to Supplier. Therefore, Supplier makes no representation about the sufficiency of the Products to meet Buyer's needs or otherwise. In purchasing the Products, Buyer is relying on the manufacturer's specifications only and is not relying on any statements, representations, specifications in brochures, photographs or other illustrations representing the Products that Supplier may have provided.
- 10.2 PURSUANT TO 14 CFR PART 39, THE OWNER OR OPERATOR OF AN AIRCRAFT IS RESPONSIBLE FOR MAINTAINING THAT AIRCRAFT IN AIRWORTHY CONDITION, INCLUDING COMPLIANCE WITH AIRWORTHINESS DIRECTIVES ("ADS") AND PURSUANT TO SECTION 605.84 OF THE CANADIAN AVIATION REGULATIONS, THE PERSON IN LEGAL CUSTODY OR CONTROL OF AN AIRCRAFT IS RESPONSIBLE FOR ENSURING THE AIRCRAFT IS MAINTAINED IN ACCORDANCE WITH ANY APPLICABLE AIRWORTHINESS LIMITATIONS, INCLUDING COMPLIANCE WITH CANADIAN AIRWORTHINESS DIRECTIVES ("CANADIAN ADS"). BUYER ACKNOWLEDGES AND AGREES THAT SUPPLIER HAS NO DUTY AND UNDERTAKES NO RESPONSIBILITY REGARDING AIRWORTHINESS FOR ANY PRODUCT PURCHASED UNDER THESE TERMS AND CONDITIONS OF SALE. BUYER ACKNOWLEDGES AND AGREES THAT ANY ASSISTANCE SUPPLIER MAY CHOOSE TO PROVIDE WITH RESPECT TO ADS, CANADIAN ADS, ADVISORY CIRCULARS OR APPLICABLE REGULATIONS WILL BE AS AN ACCOMMODATION ONLY AND WILL NOT IMPOSE ON SUPPLIER ANY LIABILITY OR RESPONSIBILITY FOR COMPLIANCE WITH SUCH ADS, CANADIAN ADS, ADVISORY CIRCULARS OR APPLICABLE REGULATIONS. BUYER DISCLAIMS ANY RELIANCE ON ANY ASSISTANCE OR REPRESENTATION SUPPLIER MAY CHOOSE TO PROVIDE, OR NOT PROVIDE, WITH RESPECT TO ADS, CANADIAN ADS, ADVISORY CIRCULARS OR APPLICABLE REGULATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES IT HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR ENSURING THAT THE PRODUCT(S) IT PURCHASES COMPLIES WITH ALL ADS, CANADIAN ADS, ADVISORY CIRCULARS AND APPLICABLE REGULATIONS PRIOR TO USE ON AN AIRCRAFT.
- 10.3 BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE PRODUCTS FROM SUPPLIER IN SUPPLIER'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. SUPPLIER WARRANTS THAT IT HAS TITLE TO OR THE RIGHT TO PROVIDE THE PRODUCTS SOLD TO BUYER UNDER THESE TERMS AND CONDITIONS OF SALE. TO THE EXTENT IT HAS THE RIGHT TO DO SO, SUPPLIER WILL TRANSFER TO BUYER ANY WARRANTIES PROVIDED BY SUCH MANUFACTURERS, AND THE FOREGOING WILL BE SUPPLIER'S SOLE LIABILITY WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER. BUYER ACKNOWLEDGES THAT THE PRODUCT MANUFACTURERS WILL BE RESPONSIBLE FOR THE RESOLUTION OF ALL WARRANTY CLAIMS AND THAT BUYER WILL LOOK SOLELY TO SUCH MANUFACTURERS FOR SATISFACTION THEREOF. BUYER FURTHER ACKNOWLEDGES THAT SUPPLIER MAKES NO WARRANTIES EXCEPT AS SET FORTH IN THE SECOND SENTENCE OF THIS SECTION 10.3.
- 10.4 THE WARRANTIES, TERMS AND CONDITIONS, OBLIGATIONS AND LIABILITIES OF SUPPLIER AND THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER TERMS AND CONDITIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES

OF SUPPLIER, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SUPPLIER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
 - (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
 - (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SUPPLIER; AND
 - (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF BUYER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT OR PART.
- 10.5 IN NO EVENT WILL SUPPLIER'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS OF SALE, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCT, EXCEED THE PRICE OF SUCH PRODUCT. THE FOREGOING WILL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SUPPLIER FOR ANY CAUSE OF ACTION AT ANY TIME, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE) OR OTHERWISE.
- 10.6 SUPPLIER WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SUPPLIER) OR OTHERWISE, FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.7 For the purpose of this Section 10, Supplier is defined as The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees and agents.
11. PATENT INDEMNIFICATION. Supplier has no control over the technology of the Products sold herein, and therefore cannot and does not indemnify Buyer for claims by third parties that Products infringe any patent, copyright, trademark, trade secret, or any other intellectual property right(s). Supplier's sole obligation, and Buyer's only remedy, relating to patent, copyright, trademark or trade secret indemnification is, upon Buyer's written request, to assign or transfer to Buyer all patent, copyright, trademark or trade secret indemnifications of Supplier's suppliers and/or manufacturers of Products to the extent such indemnities are assignable. THE INDEMNITY, OBLIGATIONS AND LIABILITIES OF SUPPLIER AND THE REMEDIES OF BUYER PROVIDED IN THIS SECTION 11 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER INDEMNITIES, WARRANTIES (EXPRESSED, IMPLIED OR STATUTORY), OBLIGATIONS AND LIABILITIES OF SUPPLIER AND RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SUPPLIER WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET INFRINGEMENT.
12. AFTERMARKET ACTIVITY. Supplier's sale of Products to Buyer does not convey to Buyer any right or license to any present or future patent, trademark, copyright, trade secret or other intellectual property owned, controlled, or licensed by Supplier ("Intellectual Property") nor any right to use Supplier's Proprietary Information which is incorporated or embodied in Products other than as set forth in these terms and conditions of sale. If Buyer engages a third party to manufacture, repair and/or sell any Products which incorporate or embody Supplier's Intellectual Property and/or Proprietary Information or seeks for itself regulatory approval or certification of any Products from any Canadian, United States of America or other government agency or authority, such act will constitute (i) an infringement of Supplier's Intellectual Property, or (ii) an unauthorized use of Supplier's Proprietary Information, and injunctive relief will be the specific remedy therefor, in addition to all other remedies available at law or equity.

13. INDEMNITY. Buyer will defend, indemnify and hold harmless Supplier, its affiliates and subsidiaries and their directors, officers, employees and agents from and against any and all claims, suits, damage, loss, liability, cost or expense (including, without limitation, reasonable lawyers' fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, these terms and conditions of sale, Buyer's activities or contractual relationships with third parties with respect to these terms and conditions of sale, or the installation, operation, use, maintenance, repair or modification of Products, other than such claims as arise from the gross negligence or willful misconduct of Supplier.
14. EXCUSABLE DELAYS. Supplier will not be liable to Buyer for any failure to meet its obligations due to any cause beyond Supplier's reasonable control and not occasioned by its fault or negligence (an "Excusable Delay"). Excusable Delay events may include, but are not limited to, (i) delays or refusals to grant an export license or the suspension or revocation thereof; (ii) any other acts of any government that would limit the ability for performance; (iii) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (iv) quarantines or regional medical crisis; (v) labor strikes or lockouts; (vi) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (vii) shortages or inability to obtain materials or components. If an Excusable Delay event causes a Supplier delay, then the date of Supplier's performance will be extended by the period of such delay or Supplier may cancel Buyer's purchase order with respect to such delayed Products.
15. ASSIGNMENT. Buyer will not assign any rights nor delegate any obligations under the purchase order or these terms and conditions of sale or any portion thereof in whole or in part, by operation of law or otherwise, without Supplier's advance, written consent. Any attempt to assign or delegate in violation of this Section 15 will be void.
16. NOTICES. Notices or non-routine communications between the parties, other than purchase orders, will be in writing, sent by prepaid overnight courier service and will be effective upon receipt by the party to which notice is given. Notices will be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:
- If to Supplier: The address indicated on Supplier's quotation or the applicable Supplier facility to which the purchase order was sent.
- If to Buyer: To Buyer's address on its purchase order.
17. WAIVER. The failure or delay of Supplier to enforce any of the provisions of these terms and conditions of sale will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of Supplier to take any action in the future to enforce any provisions hereunder.
18. COMPLIANCE WITH LAWS
- 18.1 Buyer will comply with all statutes, laws, ordinances, by-laws, regulations, rules and orders enacted or adopted by any federal, state, provincial, territorial, municipal or other authority or governmental body which may pertain to the conduct of such party's business and its obligations hereunder. Buyer will obtain, pay for and comply with all approvals, permits, fees and licenses required to perform its respective obligations hereunder.
- 18.2 Buyer will comply with all applicable import and export control laws and regulations, including, without limitation, the Canadian Export and Import Permits Act and the regulations thereunder, the Defense Production Act and Controlled Goods Regulations, the United States Export Administration Regulation ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States Office of Foreign Assets Control Regulations, the United States Foreign Trade Regulations, European Union ("EU") and country-specific import and export regulations, including EU and/or country-specific sanctions regimes, and

other applicable laws and regulations, and will retain documentation evidencing such compliance. Buyer will obtain in advance import and re-export approvals, licenses, and permits as required for Products, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations. Buyer agrees to indemnify and hold Supplier harmless from any fines, penalties, or other liability imposed by any government entity or agency arising from any failure of Buyer to comply with such laws and regulations.

- 18.3 Supplier will deliver the Products cleared for export, but Supplier will not be liable to Buyer for any failure to provide the Products, services, transfers or technical data as a result of government actions that impact Supplier's ability to perform, including, but not limited to, (i) any governmental failure to provide, or the cancellation of, export or re-export licenses; (ii) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any purchase order or commitment that has a material adverse effect on Supplier's performance; or (iii) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations or to assist Supplier in acquiring same. Buyer will not be relieved of its payment obligations if any of the above events occur.
- 18.4 If Buyer designates the freight forwarder for export shipments from Canada or any another country (whichever applicable), then, unless otherwise instructed or notified by Supplier, Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements.
- 18.5 Buyer acknowledges the export transactions from the United States that are routed export transactions (RET) as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and the Federal Trade Regulations, 15 C.F.R. § 30.1(c) will be transacted under EXW (Incoterms 2020) Supplier's U.S. facilities, as applicable. Buyer as the foreign party will be considered the Foreign Principal Party in Interest ("FPPI") for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the United States of America on the Buyer's behalf and prepare and file the electronic export information ("EEL") in the Automated Export System ("AES"). Buyer will comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying U.S. agent with a power of attorney or other form of written authorization and will provide a copy to Supplier, upon request. Buyer will also instruct their U.S. agent to provide Supplier a copy, upon request, of the AES transaction and airwaybill. Supplier will provide all EEL to Buyer's U.S. agent as required under 15 C.F.R. § 30.3(e)(1) to complete the AES filing.
- 18.6 In compliance with EU Sanctions on Russia (Council Regulation (EU) 2023/2878 of December 18th, 2023, amending Regulation (EU) No 833/2014, 12g) Product(s) procured from Supplier cannot be exported, reexported, or transferred to or for use in Russia and or Belarus. Noncompliance with these terms will constitute a material breach of these terms and conditions of sale entitling Supplier to terminate Buyer's purchase order(s). Buyer's acceptance of the Product(s) constitutes Buyer's agreement to this Section 18.6. If Buyer does not agree with this Section 18.6, Buyer must return the Product(s).
- 18.7 "Chemical Products" are Products that are not regarded as an article according to the definition of Article 3 (3) of the Regulation (EC) No. 1907/2006/EC concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"). For Chemical Products that are available from Supplier's facilities located outside of the European Economic Area ("EEA") with final destination located within the EEA the following also applies: Buyer is acting as the ultimate receiver of the Chemical Products and chooses the non-EEA facility from which to dispatch the Chemical Products. Buyer is aware that the manufacturer of the Chemical Products is not necessarily EEA-based. Buyer orders and pays for the Chemical Products as well as for transportation/import of the Chemical Products into the EEA under FCA (Incoterms 2020) Supplier's facilities conditions. Buyer expressly agrees that transportation has been commissioned by Buyer and is executed on Buyer's instigation and in accordance with its directions. Therefore, it is Buyer's responsibility to import/physically introduce the Chemical Products into the EEA, and related potential obligations under European chemicals legislation, such as, but not limited to, the REACH Regulation, the Regulation (EC) No. 1272/2008 on classification, labelling and packaging of

substances and mixtures ("CLP"), amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending the REACH Regulation, as well as national laws and regulations applicable to Buyer and the Chemical Products, and Buyer will comply with applicable European chemicals legislation as well as national laws and regulations.

- 18.8 For Chemical Products that are available from Supplier's facilities located outside of the country of final destination with final destination located outside of the EEA the following also applies: Buyer is acting as the ultimate receiver of the Chemical Products and chooses the facility located outside of the country of final destination from which to dispatch the Chemical Products. Buyer is aware that the manufacturer of the Chemical Products is not necessarily based in the country of final destination. Buyer orders and pays for the Chemical Products as well as for transportation/import of the Chemical Products into the country of final destination under FCA (Incoterms 2020) Supplier's facilities conditions. Buyer expressly agrees that transportation has been commissioned by Buyer and is executed on Buyer's instigation and in accordance with its directions. Therefore, it is Buyer's responsibility to import/ physically introduce the Chemical Products into the country of final destination, and related potential obligations under local laws and regulations applicable to Buyer and the Chemical Products, and Buyer will comply with such local laws and regulations.
- 18.9 Buyer agrees to indemnify and hold Supplier harmless from any fines, penalties or other liability imposed by a government entity or third party arising from any failure of Buyer to comply with such laws and regulations as noted above in Section 18.7 and/or Section 18.8. Buyer will retain documentation evidencing compliance with the laws and statutory instruments listed or referenced above in Section 18.7 and Section 18.8, where applicable.
- 18.10 Buyer agrees to use the Products it purchases from Supplier only according to the Product's intended use as specified by the Product's manufacturer.
- 18.11 Supplier may terminate/withdraw from a purchase order with immediate effect, if the affected Product does not comply with any of the laws and regulations as noted above in Section 18.7 and/or Section 18.8. Any compensation by Supplier to Buyer in relation to Supplier's termination/withdrawal of a purchase order due to such non-compliance with the laws and regulations as noted above in Section 18.7 and/or Section 18.8 is hereby expressly excluded.
- 18.12 Further, if Buyer makes known to Supplier a use in relation to Article 37 Section 2 of the REACH Regulation that results in Supplier incurring obligations under that regulation, Buyer will indemnify Supplier for any costs or expenses incurred by Supplier that arise out of or in connection with the fulfillment of any such obligations. Supplier will not be held liable for any delay in delivery arising out of the fulfillment of any such obligations. In case Supplier is not able to, or elects not to, include this use as an identified use under the REACH Regulation, Supplier will notify Buyer of such decision and in the event that Buyer intends to use the applicable Products against Supplier's recommendation, Supplier may terminate Buyer's purchase order with respect to the applicable Products without any liability to Buyer.

19. GOVERNING LAW, VENUE AND JURISDICTION

- 19.1 These terms and conditions of sale and the transactions arising out of or related to Buyer's purchase order will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. This choice of the governing law will also apply to non-contractual claims, including tort claims, arising out of or related to Buyer's purchase order. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply. To the fullest extent permitted by law, Buyer hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs these terms and conditions of sale and the transactions arising out of or related to Buyer's purchase orders.
- 19.2 To the extent that Buyer or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceeding, or other legal process in any jurisdiction, Buyer for itself and its property does hereby

irrevocably and unconditionally waive, and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with these terms and conditions of sale and the transactions arising out of Buyer's purchase order. Nothing in these terms and conditions of sale ought to be construed as excluding any mandatory local law which cannot be excluded.

20. U.S. GOVERNMENT CONTRACT FLOWDOWNS (FAR, DFARS).

20.1 Notwithstanding anything to the contrary in these terms and conditions of sale, Buyer's purchase order, or other related document, no provision of Title 48 of the Code of Federal Regulations ("FAR") will become a part of these terms and conditions of sale or be binding upon Supplier until (i) Buyer has, in writing, requested that Supplier accept specific FAR provisions and (ii) Supplier, in writing, has agreed to the incorporation of those specified provisions.

20.2 Should the parties agree to incorporate the Buy America Act pursuant to section 20.1 above, Buyer agrees that Supplier may assume that the Products being purchased hereunder will be used by Buyer as subcomponents of one or more Components (as defined in 48 C.F.R. § 25.003) and that Buyer does not require any specific countries of manufacture or production for the Products being purchased hereunder or their parts or materials, unless prior to entering into this agreement:

Buyer, in writing, (i) notified Supplier that the Products purchased hereunder constitute either End Products (as defined in 48 C.F.R. § 25.003) or Components, (ii) identified the place or places of manufacture or production acceptable to Buyer, and (iii) identified any requirements regarding the origin of the parts or materials comprising the Products being purchased hereunder (e.g., the cost of foreign components cannot exceed 65% of the total costs of the Product's components) (collectively, "Country of Origin Requirements"); and Supplier accepted the Country of Origin Requirements, specifically and in writing.

21. COMMERCIAL USE. Buyer represents and warrants that no purchases of Products hereunder will be used in the performance of a contract or subcontract with any government in a manner to affect Supplier's rights to data, technology, software or other intellectual property supplied by Supplier.

22. SETOFF. Buyer will not set off any amount, whether or not liquidated, against sums Buyer asserts are due to Buyer, Buyer's parent, subsidiaries, affiliates or other divisions or units under any transaction with Supplier, Supplier's parent, subsidiaries, affiliates or other divisions or units, whether under these terms and conditions of sale or otherwise.

23. SURVIVAL. All provisions of these terms and conditions of sale which by their nature should apply beyond completion of Buyer's purchase order will remain in force after the expiration or any termination of these terms and conditions of sale.

24. SEVERABILITY. If any provisions of these terms and conditions of sale are at any time held to be invalid or unenforceable, such provisions will be construed as severable and will not in any way render invalid or unenforceable the remainder of the provisions which will remain in full force and effect and, in lieu of the invalid or unenforceable provisions, there will be added as part of these terms and conditions of sale one or more provisions as similar in terms as may be valid and enforceable under applicable law.

25. THIRD PARTY BENEFICIARIES. Except as expressly provided to the contrary in these terms and conditions of sale, the provisions of these terms and conditions of sale are for the benefit of the parties hereto and not for the benefit of any third party.

26. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these terms and conditions of sale. Neither party has the right to bind or obligate the other party.

27. HEADINGS. Headings and captions are for the convenience of reference only and do not alter the meaning or interpretation of these terms and conditions of sale.