ECOVYST CALABRIAN CORPORATION CANADA INC.

General Terms and Conditions
for the Procurement of Materials or Services

BUYER DOES NOT ACCEPT ANY TERMS AND CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN AND ATTACHED TO THE PURCHASE ORDER, AND BUYER SHALL PURCHASE THE MATERIALS AND/OR SERVICES DISCUSSED IN THE PURCHASE ORDER ONLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN. NO OTHER TERMS AND CONDITIONS THAT MAY OTHERWISE BE CONTAINED IN ANY DOCUMENTS OF SUPPLIER SHALL MODIFY OR CONTRADICT THE TERMS SET FORTH HEREIN, AND ANY THAT DO ARE HEREBY REJECTED.

1. AGREEMENT TO PURCHASE AND SELL MATERIALS AND SERVICES. Pursuant to one or more purchase orders, releases or work orders issued by Buyer to Supplier (each a "Party," and together, the "Parties") and accepted by Supplier in writing or on which Supplier commences with the supply of the Materials or Services specified therein and notifies Buyer of such commencement (each a "Purchase Order"), Supplier hereby agrees to provide to Buyer, and Buyer hereby agrees to purchase from Supplier, the Materials and/or Services identified in any Purchase Order. These terms and conditions govern all purchases of Materials and/or supply of Services by Buyer from Supplier, and will expressly indicate if and to what extent any provision hereof is limited to either the purchase of Materials or supply of Services. Otherwise, each provision hereof shall be construed as broadly as possible to govern the supply of both Materials and Services.

2. ORDERING / RELEASE PROCEDURE. All purchases of Buyer from Supplier shall be made only upon the terms and conditions set forth herein. If Supplier accepts Buyer's Purchase Order in writing or commences with the supply of any of the Materials or Services that are the subject of any Purchase Order, Supplier shall be deemed to have accepted these terms and conditions in their entirety without modification. The Purchase Order number must appear on all packing slips, invoices and other documentation referencing the order/release, as applicable.

3. PRICE/PAYMENT TERMS. Subject to the paragraph below and unless otherwise agreed by the Parties, payment terms are net sixty (60) days from the date of receipt of invoice. Prices for all Materials and Services purchased by Buyer hereunder shall be as set forth in the Purchase Order. No extra charges of any kind will be allowed unless prior written consent thereto is specifically provided by Buyer. It is the sole responsibility of Supplier to provide clear and timely notification to Buyer of any changes to payment instructions. In the absence of any such confirmation, Buyer will pay according to previously provided or last known banking or remit-to information. All claims for money due or to become due from Buyer will be subject to deduction or set off by Buyer for any counterclaim arising from this or any other transaction with Supplier.

Supplier shall pay promptly all indebtedness for labour, materials, tools, and equipment used in the performance of Services and provision of Materials. Before Supplier is entitled to receive payment, Supplier shall furnish evidence satisfactory to Buyer of the full payment of such indebtedness, including any affidavit of subcontractors or suppliers furnishing materials or labour, before any payments are required to be made to Supplier. If any lien shall attach to Materials

delivered or any premises owned or operated by Buyer (a "Buyer Site") as a result of Services or Material provided by Supplier, Supplier shall promptly procure its release and defend, indemnify and hold Buyer harmless from and against any and all losses, damages, fines, penalties, costs, expenses (including reasonable attorneys' fees and costs), claims, demands, causes of action, suits and liabilities (collectively, "Losses") relating thereto.

To the extent permitted by law, Supplier waives and hereby releases Buyer and the Buyer Site from any and all liens accrued or accruing to Supplier whatsoever and authorizes Buyer to withhold payments due to Supplier for the applicable statutory period to pay any liens arising from the Services and Materials provided by Supplier.

4. MEET OR RELEASE FOR MATERIALS. If at any time Buyer can purchase Materials of like quality and quantity at a price that will result in a total delivered cost to Buyer that is lower than the total delivered cost of the Materials purchased hereunder, Buyer may notify Supplier of such total delivered cost and Supplier shall have an opportunity of pricing Materials hereunder on such a basis as to result in the same or lower total delivered cost to Buyer. If Supplier fails to notify Buyer that it will do so within seven (7) days of receiving such notice or cannot legally do so, then Buyer may purchase such Materials at the lower total cost and any purchases so made shall be held to apply to any applicable Purchase Order, release or work order. The obligations of Buyer and Supplier shall be reduced accordingly or the Purchase Order may be terminated, as applicable.

5. INVOICING/RECONCILIATION. Supplier shall email the invoices for Materials delivered or Services performed, with supporting documents, including any applicable bill of lading, to Buyer's designated email address no later than five (5) working days after shipment of Materials is made to Buyer or within five (5) days after the end of the month for Services performed during such month. Supplier shall reference the Purchase Order number, line item numbers, catalog numbers, and descriptions on all invoices. No invoices shall be issued, nor payment made, prior to delivery of the Materials or the performance of the Services. All applicable federal, provincial and territorial excise, sales and use taxes shall be stated separately on the invoices. Any delay in delivery of invoices, or any errors and omissions on the invoices, shall be considered cause for withholding payment pending correction, without Buyer losing any cash discount privileges or incurring any late payment penalty. Notwithstanding anything stated herein, no payment shall be due with respect to Services performed unless Supplier provides waivers and acknowledgments of payments from any and all of its subcontractors.

6. SHIPMENTS OF MATERIALS. All Materials purchased hereunder shall be delivered to Buyer DAP Buyer's facility per the Incoterms 2010, unless otherwise agreed by the Parties in the Purchase Order.

7. UNITS OF MEASURE FOR MATERIALS. Materials shall be supplied in the units of measure specified in the Purchase Order, and Supplier's documentation and data shall also refer to such units of measure unless otherwise agreed to by Buyer.

8. DELIVERY OF MATERIALS AND SERVICES. Supplier shall make delivery of Materials in accordance with Buyer's delivery schedule in the Purchase Order and shall perform

the Services within the time frame specified in the Purchase Order. Time is of the essence. Supplier shall promptly notify Buyer whenever it appears to Supplier that it will not be able to deliver any part of the Materials or to perform any part of the Services on the date(s) specified. In any such event, Buyer, in addition to any other remedies available to it, may terminate the Purchase Order without any further liability. In such event, if Buyer does not elect to terminate the Purchase Order, Supplier shall, at Supplier's expense, take all reasonable steps, including working extra hours or using alternate shipping methods, to expedite delivery of such Materials or the performance of such Services. Supplier shall also be fully responsible for expediting sub-suppliers and/or subcontractors. If Supplier uses sub-suppliers or subcontractors, shall provide Buyer periodic verified sub-supplier delivery information and/or subcontractor completion information, or shall authorize Buyer to contact any sub-supplier and/or subcontractor directly for same. If Buyer accepts short shipments or late deliveries of Materials, and/or if Buyer permits Supplier to provide Services after the specified date, such acceptance or permission shall not constitute a waiver of any of Buyer's rights or remedies.

9. DELIVERY/PACKAGING PROCEDURE. Supplier shall use its own trucks, contract carriers and/or common carriers as agreed to by Buyer. Supplier's drivers and other delivery personnel shall abide by Buyer's safety regulations, confidentiality obligations and rules of conduct while on Buyer's property, in addition to all rules and regulations imposed by law. Supplier shall be responsible for proper packaging of all Materials to be delivered to Buyer. All Material packaging (boxes, bags, envelopes, etc.), loose pieces of material and packing lists shall be identified by Purchase Order number and line item number as well as Supplier's and/or Manufacturer's Part Number. Supplier shall include Buyer's item description on all packing slips.

10. RETURNS/EXCESS QUANTITIES. Buyer may, at its discretion, return any Materials for any reason whatsoever, if in same condition as received from Supplier, within thirty (30) days of receipt by Buyer. Supplier shall refund Buyer for the purchase price of such returned Material. Buyer shall not be liable for payment for Materials delivered to Buyer that are in excess of quantities specified in the Purchase Order, and Supplier agrees to accept such excess Materials for return, at its expense, including transportation charges, provided that such Materials are in same condition as received from Supplier. If Supplier refuses the return of such excess Materials, they shall be deemed abandoned by Supplier and Buyer may dispose of them without further liability to Supplier.

11. SUBCONTRACTORS LIST. Supplier's use of any subcontractors for Services shall be subject to Buyer's prior written approval, which may be given or withheld for any reason whatsoever. Supplier shall provide a list of the subcontractors (including appropriate contact information) to be used to perform any Services hereunder.

12. TITLE TO DRAWINGS AND SPECIFICATIONS. Buyer shall at all times have title to all drawings, specifications and other documents supplied or prepared by Buyer and/or by Supplier in connection with the furnishing of Materials or Services hereunder. Supplier shall use the same only to the extent necessary in connection with the supply of Materials or Services to Buyer, shall maintain them in confidence, and upon Buyer's request, shall promptly turn over to Buyer all copies thereof, excepting one copy if necessary for Supplier's performance records.

13. WARRANTY, SPECIFICATIONS AND CHANGE. Supplier hereby represents and warrants that: (a) it is legally authorized to sell and deliver the Materials and to perform the Services in accordance herewith; (b) the Materials are merchantable and fit for the purpose contemplated by Buyer; (c) the Materials are new (except as otherwise expressly set forth in the Purchase Order) and conform to and will perform in accordance with all specifications, drawings, samples, standards, key performance indicators ("KPIs") or other descriptions, and guaranties, specified or referenced in the Purchase Order as well as, without limitation, those elsewhere stated by Supplier; (d) the Materials are free from defective materials and workmanship; (e) the use or sale of the Materials will not infringe any third-party patent or other intellectual property rights, except that Supplier does not warrant against infringement by reason of the use of the Materials in combination with other materials or in the operation of any process, except to the extent such use or operation is under the instruction of Supplier and such infringement would not have occurred but for the use of the Materials in combination with other materials or in the operation of any process; (f) the Materials will be produced, sold and delivered in compliance with all applicable laws, ordinances, rules, regulations, permits and other legal requirements of any and all governmental authorities ("Legal Requirements"); (g) if the Purchase Order contains a schedule for delivery of Materials or performance of Services, the Materials will be delivered, and the Services will be performed, on a timely basis in accordance with such schedule; and (h) the Services will be performed in accordance with the best standards of practice, but in no case less than a good and workmanlike manner, so that such finished Services will be complete, free from faults and defects, and in conformity with the following: (i) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar Services, (ii) any guaranty, specifications or standards specified or referenced in the Purchase Order and those stated by Supplier, and (iii) all Legal Requirements. Any Materials and Services that fail to conform to the foregoing requirements are hereinafter referred to as "Non-conforming Materials" and "Non-conforming Services" (as the case may be). Supplier, at its sole cost and expense, and without limitation of Buyer's other rights and remedies, shall repair or replace any Non-conforming Materials of which Supplier is notified in writing within two (2) years after the date of shipment or eighteen (18) months after the date same are put into service, whichever date occurs first, and shall reperform any Non-conforming Services of which Supplier is notified in writing within two (2) years after the completion of performance thereof (or of the applicable project if the Services are being provided on a continual basis), and shall be responsible for the reasonable costs and expenses of making good the work of any other contractors and suppliers of Buyer whose work is damaged or negatively affected by such Non-conforming Materials or Non-conforming Services; **provided**, **however**, that if Supplier's standard warranty period for such Materials or Services is of greater duration, or if the Purchase Order expressly specifies a warranty period of greater duration, such period shall be Supplier's standard warranty period or the warranty period specified in the Purchase Order (or if both apply, then the longer thereof).

Supplier shall make spare parts for the Materials available for a period of ten (10) years from the date the Material is removed from the list of available products, provided that such period shall in no case be longer than five (5) years following termination of the supply of the Materials or Services to Buyer.

Supplier shall indemnify, defend and hold harmless Buyer, its parents, subsidiaries, affiliates, employees, contractors, agents, resellers and customers from and against all Losses in any manner arising out of any alleged infringement of any patent, copyright or trademark rights due to the possession, use or sale of the Materials or Services provided hereunder, provided that Buyer shall

notify Supplier as soon as reasonably possible after Buyer receives notice of any such claim. Supplier may be represented in the defense of any such claim by counsel of its own selection and at its own expense. Buyer, its affiliates, contractors, agents, resellers and customers shall have a free and unrestricted right and license to use Materials in any and all arts and under all patents in or under which Supplier may now or hereafter have an interest.

If Supplier makes a process or material change that could reasonably be expected to materially affect the form or function of the Materials or a change to the specifications, geographic manufacturing site or product nomenclature thereof (a "Material Change"), Supplier shall verify the Material specifications compared to the agreed specifications and performance thereof and shall notify Buyer of such proposed Material Change, accompanied by product samples and test reports indicating the test instrument used. Within sixty (60) days after receipt of such notice of Material Change, in the event Buyer determines, using its good faith judgment, that such Material Change renders the Materials incompatible for the use for which Buyer is purchasing the Materials, Buyer shall deliver written notice of such incompatibility to Supplier. Supplier shall only make any such Material Change upon Buyer's prior written approval.

14. INSPECTION AND REJECTION. Prior to shipment of Materials to Buyer, Buyer or its authorized representative may inspect and test any such Materials and equipment used during the course of the manufacture or fabrication thereof by Supplier and its sub-suppliers. In addition, Buyer or its authorized representative may inspect any work provided by Supplier or its sub-suppliers in the performance of Services hereunder. Materials or Services provided hereunder shall also be subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject any Non-conforming Materials or Non-conforming Services. None of Buyer's inspection of, failure to reject, or payment for, Materials or Services shall be deemed to constitute acceptance thereof or release or waiver of Supplier's warranty obligations or other rights or remedies of Buyer with respect thereto.

15. TERMINATION FOR CONVENIENCE. Buyer may terminate any Purchase Order for convenience at any time, in whole or in part, by written notice. Such termination shall be effective upon delivery of such notice to Supplier, and Supplier shall immediately discontinue the production of the applicable Materials or the performance of the applicable Services and take all reasonable steps with its suppliers and subcontractors to minimize termination charges pertaining thereto. Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.

16. DEFAULT/TERMINATION. The following shall constitute a default hereunder (a "Default"): (a) the failure of a Party to duly perform its obligations hereunder and in accordance with the Purchase Order, which such Party fails to cure within ten (10) days following a written notice thereof; (b) the filing by a Party of a voluntary petition or answer seeking any arrangement, composition, liquidation, or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors; (c) the adjudication of a Party as bankrupt or insolvent; (d) the making by a Party of a general assignment for the benefit of creditors; (e) the admission by a

Party of its inability to pay its debts generally as they become due; or (f) the filing of a petition against a Party seeking any arrangement, composition liquidation or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such petition is not dismissed or discharged within sixty (60) days after filing.

Upon the occurrence of a Default, the non-Defaulting Party may immediately terminate the applicable Purchase Order by written notice to the Defaulting Party. Such remedy of termination shall be in addition and without prejudice to any other rights or remedies, at law or in equity, which the non-Defaulting Party may otherwise have.

17. SAFETY AND ENVIRONMENTAL REQUIREMENTS/COMPLIANCE WITH LEGAL REQUIREMENTS. Supplier shall ensure compliance by its employees, subcontractors and agents with all applicable Legal Requirements, including, but not limited to, those relating to health, safety, labour and environmental matters, in the performance of its obligations under the Purchase Order.

Supplier shall not supply any chemical substance, Materials or product not specifically included in the relevant safety data sheet or any similar material document provided to Buyer, unless otherwise agreed upon in writing by Buyer.

Supplier is committed to the principles set forth in the Responsible Care® initiative developed by and for members of the American Chemistry Council and the Chemistry Industry Association of Canada, as applicable. The goal of the initiative is to minimize adverse effects from chemical products on human health and the environment through adherence to safe and environmentally sound management practices. Supplier and Buyer agree to work together towards the goal of safe storage, handling, distribution, use and disposal of the Materials. Supplier agrees that its employees, agents and contractors will handle the Materials in a safe and appropriate manner. Supplier will adequately train all of its employees, agents and contractors with respect to the use and handling of the Materials.

18. ON BUYER SITE. At all times that Supplier is at any Buyer Site, and in addition to Supplier's own safety requirements, Supplier acknowledges and agrees to comply with Buyer's safety requirements and shall ensure that all of Supplier's employees, subcontractors and agents doing work on the Buyer Site are familiar with Buyer's rules and requirements at such facility and comply with them.

In addition to the safety and health provisions contained in Buyer's policies and safety requirements, Supplier, while performing the Services hereunder, shall abide by any and all safety and health rules of Supplier and all applicable governmental safety and health Legal Requirements, including but not limited to applicable federal, provincial, territorial and municipal Legal Requirements. Supplier hereby acknowledges and agrees that it and any of its subcontractors are familiar with such Legal Requirements and will abide by them. Supplier shall provide Buyer with a copy of any accident report prepared by or submitted to Supplier, including but not limited to all illness and injury reports created pursuan to applicable federal, provincial, territorial and municipal Legal Requirements.

Any equipment provided by Buyer to Supplier for the use of Supplier's employees or those of its subcontractors shall be provided on an "as is" basis with no warranty of performance and at the sole risk and liability of Supplier to ensure that such equipment is fit for the use intended and in proper working order. Supplier has a duty to inspect the equipment prior to use, and agrees to defend, indemnify, and hold harmless Buyer, its employees and contractors from any and all Losses of Supplier, its subcontractors, and all of their respective employees arising out of the use of any equipment furnished by Buyer or advice given by Buyer relating to such equipment to the fullest extent allowed by law.

Supplier shall maintain a drug and alcohol free work force at all times while at any Buyer Site. Supplier represents and warrants that all of Supplier's employees and subcontractors performing Services at a Buyer Site shall have successfully passed an eleven (11) panel drug screen, as permitted by applicable Canadian federal, provincial and territorial law, and a background check including a seven (7) year criminal history search. The results of the background check shall be made available to Buyer's Human Resources representative upon request. A valid TWIC card or Canadian Transportation Security Clearance, as applicable, and additional background check requirements may be requested for any Buyer Site.

With respect to Services to be performed at a Buyer Site, Supplier acknowledges that it has examined and is familiar with the Buyer Site and knows the location, the areas that will be assigned to it for its use, the configuration of the ground, the difficulties and potential hazards attending the execution of Services, the general and local labour conditions and all other matters which can in any way affect the execution or safety of the Services.

Supplier shall perform the Services and supply the Materials in such a manner as to cause a minimum of interference with Buyer's operations and the operations of other contractors at the Buyer Site. Upon completion of Services and provisions of Material, Supplier shall restore the affected portions of the Buyer Site to their original condition and leave them clean and free of all tools, equipment, waste materials, and rubbish.

19. INSURANCE. Supplier, at its own expense, shall provide and maintain insurance with insurers rated A, Class VII or better by A.M. Best Company, in a form satisfactory to Buyer. Supplier warrants that its insurers are accurately informed regarding Supplier's business activities and intend to cover these business exposures.

A. For the Sale of Materials. Commercial General Liability insurance is required, on an occurrence basis, with a minimum of $5,000,000 per occurrence limit for personal injury, property damage, personal and advertiser's injury, $5,000,000 aggregate limit for products/completed operations and a $5,000,000 general aggregate limit. This Commercial General Liability insurance shall include Blanket Contractual Liability, Broad Form Property Damage, Sudden and Accidental Pollution and Independent Contractors coverage. Engineers Professional Liability (Errors and Omissions), with minimum limits of $2,000,000 each claim and $2,000,000 in the aggregate, is also required when the Services include engineering services.

B. For the Performance of Services at a Buyer Site. The following coverage is required:

(a) Workers' Compensation insurance as prescribed by applicable federal, provincial and territorial Workers' Compensation acts to provide statutory coverage in jurisdictions where Services are being performed. Owners directly involved in the delivery of Services must also be covered.

(b) Employer's Liability Insurance with minimum limits of $2,000,000 per accident, $2,000,000 per disease and $2,000,000 aggregate. These limits can be achieved through the combination of primary and excess/umbrella liability coverage.

(c) Commercial General Liability insurance on an occurrence basis with a minimum of $5,000,000 per occurrence limit for personal injury, property damage, personal and advertiser's injury, $5,000,000 aggregate limit for products/completed operations, and a $5,000,000 general aggregate limit. This Commercial General Liability insurance shall include Blanket Contractual Liability, Broad Form Property Damage, Sudden and Accidental Pollution, and Independent Contractors coverage. The required limits can be achieved through a combination of primary and excess/umbrella liability coverage.

(d) Business Automobile Liability insurance, including comprehensive third party coverage for injury, including death and property damage, with a minimum combined single limit of $2,000,000 per occurrence, including coverage for owned, non-owned and hired vehicles. This limit can be achieved through a combination of primary and excess/umbrella liability coverage. If hauling hazardous materials, an appropriate endorsement is required.

(e) Professional Liability insurance (i.e. architects, engineers, consultants and independent contractors) with limits no less than $2,000,000 for each claim and aggregate. The policy shall note the interest of Buyer.

Policies shall all be written on an occurrence basis and be endorsed to include that: (i) all policies except Workers Compensation shall name Buyer and all of its subsidiaries, affiliates, agents, employees, officers and directors as Additional Insureds; and (ii) all policies shall grant a Waiver of Subrogation in favor of Buyer.

Supplier shall deliver to Buyer a certificate of insurance evidencing the above coverage prior to the performance of Services and thereafter upon renewal of policies. The certificate of insurance shall note that: (i) said insurance shall not be canceled, terminated or materially altered without at least thirty (30) days prior notice to Buyer; and (ii) all policies shall be primary and noncontributory. If excess/umbrella coverage is used to satisfy limits, the certificate shall indicate which lines of coverage apply to the excess/umbrella policy.

The insurance required under this **Section 19** shall not limit Supplier's obligations of indemnification under this Purchase Order and shall apply, to the same extent, to all subcontractors used in the performance of the Services hereunder.

20. REMEDIES. If any Materials or Services supplied hereunder fail to conform to the warranties provided hereunder, then Supplier shall, at Buyer's sole option, and in addition to any other rights and remedies available to Buyer hereunder or at law or in equity, either: (a) rectify such non-conformity at Supplier's expense (including any necessary shipping costs); or (b) allow full credit for such non-conforming Materials or Services (including any shipping costs paid by Buyer).

21. INDEMNITY. Supplier shall indemnify, defend and hold Buyer, its directors, officers, employees, agents, successors, assigns, customers and users of the Materials and Services harmless from and against any Losses or other detriment of any kind, including, but not limited to, any personal injury (including, without limitation, illness or death) or property damage, which may directly or indirectly be caused by or result from: (a) negligence or willful misconduct of Supplier personnel or subcontractors on a Buyer Site, but excluding such Losses as are (and to the extent) attributable to the gross negligence or willful misconduct of Buyer; and (b) Supplier's breach of any term, condition or provision of this Purchase Order, including, without limitation, Supplier's representations and warranties herein. The foregoing indemnity includes, but is not limited to, reasonable attorneys' fees for enforcement or collection of this indemnity. For the purposes of this **Section 21**, any activities of Supplier, its subcontractors, licensees or invitees, or their respective employees, on or about a Buyer Site shall be deemed to be in connection with the supply of Materials and Services hereunder, whether or not such activities are actually within the scope of their agency or employment.

22. LIQUIDATED DAMAGES. In the event that the Purchase Order expressly specifies liquidated damages for failure of Supplier to duly and timely deliver the Materials or perform the Services specified in such Purchase Order, or for failure of the Materials and/or Services to perform in accordance with specified KPIs (if any), such liquidated damages shall be governed by the provisions set forth in this **Section 22**. This **Section 22** shall not apply where the Purchase Order does not expressly provide for liquidated damages. In the event that the Purchase Order does specify liquidated damages:

(a) Supplier understands, acknowledges and agrees that if the Materials are not delivered and/or the Services are not completed (as the case may be) ("Completion") by the date for delivery or completion (as applicable) specified in the Purchase Order (the "Scheduled Completion Date"), or the Materials and/or Services do not perform or are not performed (as applicable) in accordance with specified KPIs ("KPI Non-conformity"), Buyer will suffer damages which are difficult to determine and accurately specify. Supplier agrees that if Completion is not attained by Buyer's close of business on the Scheduled Completion Date, or the Materials and/or Services suffer KPI Non-conformity, Supplier shall pay Buyer the sum of money specified in the Purchase Order for (as applicable) each day after the Scheduled Completion Date that Completion does not occur and/or for each degree of KPI Non-conformity specified in the Purchase Order (such aggregate sum, the "Liquidated Damages"). Solely by way of example, if the Purchase Order specifies liquidated damages of $1,000/day for failure to achieve Completion on a timely basis, and Completion does not occur until five days after the Scheduled Completion Date, Supplier would be liable for $5,000 in Liquidated Damages.

(b) Subject to Supplier's obligations pursuant to **Section 22(a)** hereof, the Liquidated Damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Buyer which are occasioned by any delay in achieving Completion by the Scheduled Completion Date or by any KPI Non-conformity.

(c) In the event that Supplier does not reach Completion or experiences KPI Non-conformity, then the limit of the damages for Default that Buyer shall be entitled to is the aggregate of the Liquidated Damages.

(d) Notwithstanding the foregoing: (i) if Liquidated Damages are not permissible under applicable law in the circumstances in which they are sought, then Buyer hereby reserves, and shall have the right to seek, any and all other damages and other remedies available to Buyer hereunder or otherwise at law or in equity; and (ii) Buyer's rights to Liquidated Damages hereunder shall be without limitation of Buyer's right to also terminate for Default under the circumstances discussed in **Section 16** hereof.

23. CONFIDENTIALITY/LICENSING. The terms and conditions hereof, including the Services provided, Materials covered, its specifications, the quantity of purchase, price and proprietary information of Buyer, including, but not limited to, drawings, documents, electronic files and information relating to the production process and equipment (hereinafter "Information"), shall be treated confidentially by Supplier. Buyer, at its discretion, may disclose such Information to Supplier upon and subject to the following terms and conditions. Except as hereinafter provided, Supplier shall: (a) treat as confidential all Information which has been or is hereafter made available to Supplier, directly or indirectly, by or on behalf of Buyer; (b) not disclose any such Information to any third parties other than for compliance with the terms of the Purchase Order; and (c) not use any Information other than for compliance with the terms of the Purchase Order. The obligations imposed on Supplier by the preceding paragraph shall continue in full force and effect for a period of five (5) years following the completion or termination of any Purchase Order, whichever occurs first; **provided**, **however**, with respect to Information relating to trade secrets, such obligation shall survive any such completion or termination. The obligations set forth in this **Section 23** shall not, however, apply to any Information which: (i) was known to Supplier prior to disclosure to Supplier hereunder, as demonstrated by contemporaneous written records; (ii) at the time of disclosure to Supplier is generally available or thereafter becomes available to the public, by publication or otherwise, through no act or failure to act by Supplier; (iii) is hereafter made available to Supplier from a third party who is in lawful possession of the information and who at the time has no obligation not to disclose it to Supplier; or (iv) if, and to the extent, obligated by law to be disclosed, but only if Supplier gives Buyer written notice promptly after receipt of such notice and to afford Buyer reason time to see appropriate protective order. On completion of the supply of the Materials or Services hereunder, or at any time upon the request of Buyer, Supplier shall return to Buyer all tangible materials containing Buyer's Information that have been furnished to Supplier or its employees by Buyer or that derive from the Information so provided, together with all copies thereof made by Supplier or its employees.

24. FORCE MAJEURE. Any delay or failure of either Party to perform its obligations hereunder shall be excused to the extent that it is caused by any event or occurrence beyond the reasonable control of such Party and without its fault or negligence, as by way of example but not of limitation, acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, acts of terrorism, epidemic, or court injunction or order. During the period of such delay or failure to perform, the Party declaring force majeure shall provide the other Party with prompt written notice of such delay (including a description of the cause of the event or circumstance, an estimate of the duration of the delay, and a statement regarding the remedial steps that are being undertaken to resume performance, including Supplier's interim allocation plans, if any). During such period, Buyer, at its option, may purchase materials and/or services from other sources in replacement of the Materials and/or Services that are being delayed. If the delay lasts more than thirty (30) days or Supplier does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel any Purchase Order without further liability.

25. NOTICES. Any notice to be given hereunder shall be deemed sufficiently served when reduced to writing and either hand delivered or sent by registered or certified mail, addressed to the recipient Party at its address set forth in the Purchase Order or such other address as may be provided by such Party in writing for such purposes.

26. ASSIGNMENT. Supplier shall not delegate, assign or otherwise dispose of an interest in or under any Purchase Order without the prior written consent of Buyer. Any attempted assignment or delegation in violation of this provision shall be null and void and at Buyer's option, without prior written notice shall effect a cancellation of any Purchase Order and Buyer's obligations hereunder.

27. ADVERTISING. Supplier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact the Supplier has contracted to furnish Buyer the Materials and/or Services.

28. AMENDMENTS AND MODIFICATIONS. No change, modification, limitation, waiver, termination, rescission or discharge of any terms hereof shall be effective, and no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms hereof shall be binding, unless agreed to in writing and signed by an authorized agent of each Party. Such amendments or modifications shall be in the form of a written supplement hereto and shall not be made or deemed made by email exchanges. The terms hereof and in the Purchase Order constitute the entire understanding and agreement between the Parties with respect to the Materials and Services, and no other terms or conditions, whether verbal or written, shall apply thereto except by the written agreement of the Parties. Not in limitation of the foregoing, in no event will the terms and conditions of Supplier's order acknowledgements, Supplier's standard terms and conditions, Supplier's proposal, or any other document or instrument sent by Supplier to Buyer in connection with the purchase of Materials or Services hereunder, whether or not any such document is included in the Purchase Order, act to amend or supplement the terms and conditions herein unless expressly agreed to in writing by both Parties as described above.

29. MISCELLANEOUS. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall be cumulative with all other rights, remedies or elections. The validity, interpretation, and performance hereof shall be governed by the laws of the Province of Ontario and the federal laws on Canada applicable therein without regard to its conflict of law rules and principles. The captions herein are for convenience only and are not intended to be used to interpret or define any part hereof. Except as otherwise provided herein, the rights and obligations of the Parties set forth in **Sections 12**, **13**, **16**, **19**, **20**, **21**, **22**, **23**, **27** and **29** hereof, or that otherwise explicitly or impliedly survive (including, specifically but without limitation, all indemnifications), shall survive the termination of the Purchase Order.

30. SEVERABILITY. If any provision hereof is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and, to this end, the provisions hereof are declared to be severable, and the terms hereof shall be enforced to achieve, as closely as possible consistent with all applicable law, the spirit and intent of the invalid provision.

31. INDEPENDENT CONTRACTOR. Supplier is and shall remain an independent contractor in the performance of the Services performed hereunder, and all persons employed by Supplier to perform work hereunder shall be and remain employees of Supplier subject to the supervision of Supplier's supervisory personnel. It is expressly understood that Buyer is interested only in the results obtained by Supplier, and neither Buyer nor any supervisory employee of Buyer shall have the right to direct or control the details or method of performance by Supplier's employees of any authorized work hereunder. Supplier shall deduct and pay, and remain liable for the payment of, all social security and employment taxes and contributions applicable to the wages and salaries of all persons employed by Supplier, including those furnished to Buyer by Supplier hereunder. In the event of any claim against Buyer for payment of such taxes, Supplier shall defend such claim at its sole cost and expense and shall indemnify Buyer and hold Buyer harmless from and against any such taxes as well as for any claims, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Buyer in connection therewith. Except as provided in this **Section 31**, all other terms and conditions hereof shall remain in full force and effect, including without limitation all provisions limiting the liability of the Parties hereunder. The Parties further agree that the Services required of Supplier and its direct and statutory employees, and the direct and statutory employees of its subcontractors, pursuant to these terms and conditions are an integral part of and essential to Buyer's ability to generate goods, products and services.

32. CONFLICT OF INTEREST. Supplier warrants that it has not given nor received, and shall not give or receive, any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value to or from any employee or agent of Buyer or any third party in connection with the supply of Materials or Services to Buyer, and Supplier acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of Buyer's corporate policy, may constitute a Default, and may result in the termination of any Purchase Order and all future orders. Supplier shall promptly notify Buyer's security department of any such solicitation by any of Buyer's employees, agents or any third party.

33. **AUDIT.** Buyer may, upon its request, audit any and all records of Supplier relating to Material and/or Services provided hereunder; **provided**, **however**, that Supplier may exclude any trade secrets, formulas, or processes from such inspection. Supplier further agrees to maintain its books and records relating to Material and/or Services provided hereunder for a period of two (2) years from the date such Material and/or Services were provided and to make such books and records available to Buyer at any time or times within such two (2) year period.

34. **RESPECT FOR HUMAN RIGHTS.** Supplier represents, warrants and agrees that it does not and shall not engage in any form of child labour, human trafficking, slavery or forced or compulsory labour. Supplier shall maintain all necessary documentation to demonstrate its compliance with the foregoing requirements and agrees that Buyer may audit the operations of Supplier to ensure such compliance at any time upon reasonable notice to Supplier. Upon request of Buyer, Supplier shall certify that all Materials supplied to Buyer comply with all applicable laws regarding slavery and human trafficking of the country or countries in which Buyer does business.