HOSKIN GROUP - TERMS AND CONDITIONS OF PURCHASE

Hoskin Group as the (“Buyer”) Terms and Conditions of the Agreement

1. DEFINITIONS. In these Terms and Conditions, “Buyer” means the party identified as “Buyer” on the first page of the Purchase Order, “Seller” means the party identified as “Supplier” or “Subcontractor” in the first page of the Purchase Order, and “Owner” means Buyer’s client, which may be the owner, a contractor or another entity.
2. SELLER OBLIGATIONS. Seller shall deliver the material, equipment, goods and/or purchases set out in this Purchase Order (collectively, the “Goods”) and in accordance with these terms and conditions and the agreement between Buyer and Buyer’s client (the “Owner”). If there is a conflict or inconsistency between the body of the Purchase Order and these terms and conditions, the body of the Purchase Order shall govern to the extent of such conflict or inconsistency.
3. ACCEPTANCE. This Purchase Order may be accepted only on the exact terms set forth herein and on no other terms and conditions. Without limiting the foregoing, this Purchase Order shall govern and supersede any terms and conditions of Seller’s proposal. This Purchase Order may only be amended by express agreement of Buyer as evidenced by Buyer’s signature. Notwithstanding the foregoing, if Buyer and Seller have entered into a signed agreement with respect to the Goods, it shall prevail to the extent of any conflict or inconsistency with this Purchase Order.
4. PRICE. The price is as noted on the Purchase Order. Unless otherwise specified, prices are firm for duration of indicated project. Notwithstanding the foregoing, Buyer may make deductions for claims arising from this Purchase Order or other transactions with Seller.
5. INVOICES. Invoices shall contain the purchase order number and such other information or documents as may be reasonably required by Buyer to make payment to the Seller.
6. DISCOUNTS. If the Purchase Order provides for a prompt payment discount, the time for discounting the invoice will begin from the date an invoice complying with the terms of this Purchase Order is received by Buyer.

7. SHIPMENTS. Shipments shall be stated on the Purchase Order or agreed in writing with Seller. All Goods shall be properly packaged and loaded in accordance with applicable industry standards, including any packaging specifications required by Buyer. Buyer-Arranged, Buyer-Account, Ex Works Shipments: Where Buyer arranges shipment or where Ex Works terms apply, Seller shall promptly notify Buyer of the shipping point. Risk of loss shall transfer to Buyer upon Seller's completion of loading onto Buyer's designated carrier. Any transit damage claims for shipments on Buyer's carrier or account shall be the responsibility of Buyer, except where damage results from Seller's failure to meet the packaging and loading requirements of this section. Seller-Arranged Shipment: Where Seller arranges shipment, risk of loss or damage shall remain with Seller until delivery to Buyer's designated location as specified on the Purchase Order. Seller shall be responsible for filing any transit damage claims and shall, at Buyer's option, promptly replace or credit damaged or non-conforming Goods regardless of claim outcome. Any costs resulting from delivery to an incorrect location, including any associated shipping costs, shall be at Seller's expense. Inspection and Acceptance: Buyer shall have 15 business days from receipt of Goods to inspect and reject non-conforming Goods based on visual inspection. Goods not rejected within that period are deemed accepted for purposes of apparent condition only. Where defects are not reasonably discoverable through inspection at receiving, Buyer may reject non-conforming Goods within a reasonable time of discovery of such defect. Inspection, receipt, payment, or expiration of the initial inspection period shall not limit Buyer's rights with respect to latent defects or Seller's applicable warranty obligations.
8. SCHEDULE. Time is of the essence. The Goods shall be completed at the time and in the manner specified in this Purchase Order. Where no delivery date is specified, Buyer may terminate the Purchase Order in whole or in part without liability for undelivered Goods if the delivery timeframe is not commercially reasonable or is otherwise reasonably unacceptable to Buyer.
9. TERMINATION FOR CONVENIENCE. Buyer has the right to terminate all or any part of this Purchase Order for its convenience. In such event, Buyer shall be liable to Seller for the portion of Goods properly delivered to the date of termination. If this Purchase Order is terminated for convenience due to cancellation by Owner, Seller shall only receive payment to the extent that Buyer receives the corresponding payment from Owner.

10. TERMINATION FOR DEFAULT. Seller shall be deemed to be in default if: (i) Seller is adjudged bankrupt, or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency; (ii) Goods, or any portion thereof, are defective and Seller fails to correct such defect within the time required by Buyer; (iii) any allegation that the Goods infringes any patent, trademark or copyright, violates any statute, ordinance, or administrative order, rule or regulation; (iv) Seller is unable to, or if Buyer acting reasonably is of the opinion that Seller is unable to, deliver the Goods at the time or location or in the manner specified in this Purchase Order; or (v) Seller otherwise neglects to perform the Purchase Order as provided or breaches any of the terms hereof. In the event of any of the foregoing, Buyer may terminate all or any part of this Purchase Order and any or all other orders or agreements between Seller and Buyer and Seller shall reimburse Buyer for all costs incurred by Buyer as a result of a cancellation or termination pursuant to this Section 9.
11. WARRANTIES. Seller warrants that the Goods is fit for the purpose intended, and that the Goods are merchantable, of good quality, and free from defects, whether patent or latent, in material, workmanship and design, unless Buyer furnished design. Each warranty expressed or implied will remain in effect for the period prescribed by law. If the agreement requires Buyer to provide additional warranties or a longer warranty period, Seller's warranty shall include such additional obligations and/or longer period. Without limiting Section 9, if Seller does not correct defective Goods in an expedient manner, as determined by Buyer, Buyer may correct such defective Goods or purchase replacement Goods and charge Seller for its costs incurred.
12. CONFIDENTIALITY. Seller agrees it will not use or disclose any information concerning Buyer or Owner's business affairs, vendors, customers, finances, methods of operation, design, documentation, or other information that is noted as "confidential" for any purpose except as necessary to manufacture, obtain and/or deliver the Goods and shall protect same using the same standard of care as it uses to protect its own confidential information and in no event less than a commercially reasonable standard.
13. INDEMNITY. Seller agrees to hold Buyer harmless from, and to protect, defend and indemnify Buyer against, any and all loss, liability, damage (whether for personal injury, property damage or direct or consequential damage or economic loss), costs, attorney's fees and expenses arising from or suffered or incurred or in any manner connected with (a) any injury to person or damage to property

caused in whole or in part by any act or omissions by Seller, Seller's agents or employees, except those injuries and damage caused solely by Buyer, while executing this Purchase Order or making delivery hereunder; (b) any allegation that the Goods or the use of such Goods infringes any patent, copyright, trademark, trade name, brand or slogan, or of unfair competition or any adverse statutory or non-statutory intellectual property rights; (c) the allegation that Goods or in its manufacture or sale violates any federal, provincial, or local statute, ordinance, or administrative order, rule or regulation; or (d) any breach by Seller of any term of this Purchase Order.

14. CONFORMITY WITH EXISTING LAWS. Seller agrees to comply with all applicable laws, including federal, provincial, state and local laws, executive orders, codes and regulations effective where this Purchase Order is to be performed. Where so required, all provisions of laws, rules, regulations and executive orders are hereby incorporated into and made a part of this Purchase Order. Further, by executing this Purchase Order, Seller warrants to Buyer that it has complied with the requirements of the Occupational Health and Safety Act and labour and employment standards legislation, and of all laws, rules, regulations and executive orders related thereto and will continue to do so during performance of this Purchase Order.
15. QUALITY CONTROL. Seller shall comply with Buyer's quality assurance program requirement. Seller shall, upon Buyer's request at any time, submit copies of its quality assurance/quality control documentation, such as a project quality plan, inspection and test plan, checklist or inspection traveler for Buyer's approval. Seller shall provide and maintain all quality control, including tests and test reports relating to the Goods. Seller shall report and review all internal non-conformances with dispositions encountered by it of "repair" or "use-as-is" and Buyer may withhold payment until any nonconformance is rectified to Buyer's satisfaction. Buyer or Buyer's client may require a review of Seller's compliance with this provision at any time and Seller agrees to coordinate such review under Buyer's direction, including the preparation of reports, as required by Buyer. Seller shall provide Buyer, Buyer's clients and its authorized representatives with the right of access to their records and facilities.
16. SUSPECT, COUNTERFEIT, FRAUDULENT AND SUBSTANDARD ITEMS ("CFSI"): If any parts supplied by Seller are described using a manufacturer part number or using a product description and/or specified using an industry standard, the Seller shall be responsible to assure that the replacement parts

supplied by the Seller meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. Unless Buyer's prior written approval is obtained, Seller will ensure that all parts supplied or used to manufacture equipment delivered as part of the Goods are made by the Original Equipment Manufacturer (OEM) and meet the applicable manufacturer data sheet or industry standard. If suspect and/or CFSI parts are furnished or are found in anything delivered by Seller, then Buyer may withhold payment and Seller shall promptly replace such suspect and/or CFSI Goods with items acceptable to Buyer at Seller's cost.

17. HEALTH AND SAFETY. Buyer safety programs and rules shall govern, as well as any applicable Owner requirements. Buyer has a strict safety and accident prevention policy and Seller shall adhere to its content. Compliance with the safety policy and employment and good work practice is mandatory. Any issues related to health and safety shall be brought to Buyer's attention immediately. In the event of a conflict between applicable laws and the safety programs of Owner, Buyer or Seller, the most stringent shall apply.
18. Forced Labour, Child Labour and Supply Chain Transparency. The Seller represents and warrants that neither it nor any of its affiliates, subcontractors, manufacturers, or suppliers directly or indirectly uses or benefits from forced labour or child labour, as those terms are defined in the Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada). The Supplier shall comply with all applicable Canadian laws relating to forced labour, child labour, human rights, and supply chain transparency, including without limitation the Fighting Against Forced Labour and Child Labour in Supply Chains Act and all associated reporting, record keeping, and disclosure obligations. Upon reasonable written request, the Supplier shall provide information, certifications, policies, and supporting documentation reasonably required by the Customer to verify compliance with this clause and applicable law. The Seller shall promptly provide notification if it becomes aware of any actual or suspected non compliance with this clause or applicable forced labour or child labour laws within its operations or supply chain.
19. WAIVER. No waiver by Buyer of any breach of this Purchase Order or any other agreement by the Seller or the failure of Buyer at any time to exercise a right or privilege granted to it herein shall be deemed to constitute a waiver of any subsequent breach of agreement or any other right or privilege.

20. GOVERNING LAW. The laws of the province where the Goods are delivered shall govern this Purchase Order.
21. DISPUTES. Buyer, at its sole option, shall have the right to require Seller to arbitrate any and all claims, disputes, and other matters in question between the Buyer and Seller arising out of or related to this Purchase Order or the breach thereof. Such arbitration shall be final and binding and heard by sole arbitrator unless the parties mutually agree otherwise. At Buyer's option, it may require Seller to be consolidation with any related proceedings with Owner. Seller shall carry on delivery and/or manufacture of the Goods during pendency of any and all disputes.
22. FINAL PAYMENT. Acceptance by Seller of final payment of the Purchase Order price shall be a release of Buyer of all claims and liability to Seller for anything done, furnished or related to the Goods or this Purchase Order or for any act or neglect of Buyer or its representatives.