

Purchase Order Terms and Conditions For Goods and Services

1. PURCHASE ORDER

- 1.1 **General.** Each purchase order (the “**PO**”) is an offer made to Supplier as identified in the PO (the “**Supplier**”) by Ambra Solutions Inc. or any of its affiliates and subsidiaries indicated in the PO (“**Purchaser**”) for the purchase of goods, supplies, materials, equipment or other items to be supplied as specified in the PO, if any (“**Goods**”) and/or the performance of services to be provided by Supplier to Purchaser described in the PO, if any (“**Services**”) which are governed by these terms and conditions (“**T&Cs**”). The supply of Goods and/or performance of the Services, as applicable, by Supplier shall be referred to as “**Work**” in these T&Cs and shall include the performance of additional services or the supply of additional goods as may be authorized by a change order signed by both parties (“**Change Order**”).
- 1.2 **Entire Agreement.** Subject to the existence of an executed agreement between Supplier and Purchaser regarding the subject matter of the PO to which these T&Cs are attached, these T&Cs constitute the entire agreement between Supplier and Purchaser as it relates to the subject matter of the PO. In the event of any contradiction or inconsistencies between these T&Cs, the request for proposal, the quotation, or the specifications, these T&Cs shall prevail and control unless any of their terms and conditions are expressly referred as applicable in the PO by Purchaser. Therefore, any terms or conditions proposed by Supplier, whether in Supplier’s quotation, proposal, acknowledgement, invoice or otherwise, are expressly rejected by Purchaser, and are not part of these T&Cs, unless expressly agreed to in writing by Purchaser.
- 1.3 **Services and/or Goods.** Supplier agrees to supply and Deliver the Goods to Purchaser and/or to perform the Services, as applicable, in accordance with the PO and the T&Cs (the “**Contract**”). Purchaser shall not be liable for any goods delivered or services performed in the event such goods or services are not expressly identified in the PO. “**Deliver**” or “**Delivery**” means delivery of the Goods to the delivery point specified in the PO.
- 1.4 **Acceptance.** Supplier shall be deemed to have accepted the PO when commencing any Work, unless a notice of rejection is sent to Purchaser in writing within two (2) business days following Supplier’s receipt of the PO. Purchaser may amend these T&Cs at any time and any amendments made will not come into effect until 30 days after posting on the Purchaser’s website.
- 1.5 **Change Order and PO Cancellation.** Purchaser may request changes to the Services and/or the Goods at any time. Upon mutual consent of the parties, acting reasonably, a Change Order shall be issued to reflect the requested changes and any changed required to the PO (such as but not limited to price, timeline, description of activities). Supplier shall not begin work on any changes without a Change Order. Purchaser may cancel a PO without penalty at any time before the commencement of the Work associated therewith.

2. CONFIDENTIALITY

- 2.1 “**Confidential Information**” means any information in written, verbal, visual, electronic or any other media, acquired by observation or otherwise during any site visit and includes, but is not limited to, all proprietary technologies, know-how, trade secrets and any other intellectual property (whether or not registered), analyses, compilations, business or technical information and other materials prepared by the receiving party containing or based in whole or in part on any Confidential Information of the disclosing party and any other information that should reasonably be considered confidential relating to the business, operations, affairs or activities of the disclosing party but does not include publicly available information or information disclosed or previously known by the receiving party on a non-confidential basis.

- 2.2 **Disclosure.** Each party agrees to hold in strict confidence all Confidential Information of the other party and treat it with at least the same level of confidentiality with which it treats its own Confidential Information, but under no circumstance will use less than commercially reasonable efforts consistent with industry standards. Disclosing party agrees not to disclose or permit to be disclosed any such Confidential Information to any third party other than its directors, employees, representatives, agents or advisors (“**Representatives**”) who need to know the Confidential Information in connection with the Work and who agree to keep the same confidential (bound by at least as restrictive as the terms found in this Section) and not to make use of the Confidential Information of the disclosing party except and solely to the extent necessary for the Work. Receiving party is responsible for any breach of the confidentiality obligations by its Representatives. The foregoing does not apply to the disclosure of Confidential Information by a party in order to comply with any applicable federal, provincial, regional and municipal laws, statutes, regulations, policies and similar directives of any governmental authority (“**Applicable Laws**”) or legally binding order of any court or governmental authority or rule of any recognized stock exchange on which it or any of its affiliates is listed, as long as before such disclosure, the disclosing party gives notice to the other party with full particulars of the proposed disclosure, to the extent reasonably possible and legally permissible.
- 2.3 **Use.** Supplier shall solely use the Confidential Information of Purchaser in connection with the PO and for the purposes of the Work. Supplier agrees not to use any of Purchaser’s Confidential Information for the benefit of any other party or for Supplier’s own benefit.
- 2.4 **No Publicity.** Supplier shall not advertise, publicly announce or provide to any other party information relating to this Contract or use Purchaser’s name and logo in any format for any promotion, publicity, marketing or advertising purposes without Purchaser’s prior written consent.
- 2.5 **Personal Information.** Supplier acknowledges that it shall be solely and fully responsible for the management of personal information in accordance with applicable privacy laws.

3. INTELLECTUAL PROPERTY

- 3.1 **Pre-existing Intellectual Property.** The parties agree that unless expressly provided otherwise, any pre-existing Intellectual Property provided by or otherwise belonging to Supplier as of the date of issuance of the PO and all rights, titles, interests and improvements thereto shall remain the sole property of Supplier. If any pre-existing or enhanced Intellectual Property belonging to Supplier is applied by Supplier to the Work, Supplier hereby grants to Purchaser a fully paid, non-exclusive, worldwide, transferable (with the right to assign and sub-license), royalty free, irrevocable and perpetual license of Supplier’s Intellectual Property to use, make, have made, import and export any of Supplier’s Intellectual Property to the extent necessary for Purchaser to fully enjoy and exploit the Work, including, without limiting the foregoing, for the purposes of selling, repairing, maintaining or servicing (including the supply of replacement parts), or making alterations, additions or expansions to the Work. Purchaser shall remain the sole owner of any Intellectual Property owned by Purchaser, including enhancements or derivatives developed in respect to the Work, and that Purchaser does not confer any rights to Supplier with respect to Intellectual Property belonging to Purchaser. “**Intellectual Property**” means all intellectual property rights that are afforded protections by Applicable Laws, including all rights in relation to inventions and discoveries (including all patents and patent applications), copyrights, trademarks, designs, whether registered or unregistered.
- 3.2 **New Intellectual Property.** Although there is no intent to have Supplier create any Intellectual Property as part of the Work, in the event Intellectual Property is generated during the performance of the Work, Supplier acknowledges that all Intellectual Property contracted for and furnished to Purchaser under the

Work shall be and remain the property of Purchaser and Supplier agrees to hereby assign any such new intellectual property to Purchaser as applicable.

4. DELIVERY

- 4.1 **Delivery, title and risk of loss.** If the PO includes the supply of Goods, title and risk of loss and ownership of the Goods shall pass to Purchaser when the Goods are Delivered, but subject always to Purchaser's right to reject the Goods and/or terminate the Contract for: (i) non-compliance with the Delivery, quantity or quality required by the Contract; or (ii) breach of the warranties under Section 7. Neither payment nor passing of title of the Goods to Purchaser shall be deemed to constitute acceptance of the Goods. Supplier shall ensure that the Goods are Delivered, or the Services performed no later than the date and to the delivery point specified by Purchaser in the PO or in a related document.
- 4.2 **Transportation.** Supplier shall follow any shipping instructions provided by Purchaser and shall properly and carefully package the Goods for shipment. Any loss or damage, whenever occurring, which results from Supplier's improper packaging or crating, shall be borne by Supplier.

5. PAYMENT

- 5.1 **Invoices.** Upon satisfactory completion of Services or satisfactory Delivery of Goods, as applicable, Supplier shall provide Purchaser with an invoice containing a description of the Work, the PO number, a breakdown of all applicable fees and prices, costs and expenses and the currency stated in the PO, as well as Supplier's taxes registration number(s).
- 5.2 **Taxes.** Any prices stated on the PO shall be exclusive of applicable taxes. Applicable taxes, duties, customs, fees, levies and other charges imposed by government shall be shown as separate items on the invoice. If Supplier is or becomes a "non-resident" for the purposes of the *Income Tax Act* (Canada), Supplier shall ensure each invoice issued to Purchaser identifies the portion of the Services performed in Canada and the value of such Services. Supplier is exclusively liable for, and shall pay before delinquency, all taxes, assessments, lienable claims, charges or other impositions imposed or levied on Supplier or Purchaser in respect of the Work provided hereunder and Supplier shall indemnify Purchaser against all liability or expense incurred should Supplier fail to do so.
- 5.3 **Payment.** Purchaser shall pay all properly invoiced amounts due to Supplier for the full and satisfactory completion of the Work within forty-five (45) days after receipt of such proper invoice and in accordance with the payment schedule set forth in the PO, except for any amounts disputed by Purchaser in good faith. Purchaser shall only pay for actual Goods Delivered and/or Services performed. Unless otherwise advised, all invoices shall be sent electronically to accounting@ambra.co, as directed by Purchaser from time to time. In the event Supplier becomes in any way indebted to Purchaser under the terms of the Contract, Purchaser shall have the right to set-off to the extent of such debt.
- 5.4 **Payment Dispute.** In the event of a payment dispute, Purchaser shall deliver a written statement to Supplier detailing any disputed items. The parties shall seek to resolve such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Contract, notwithstanding any such dispute.
- 5.5 **Release.** Supplier must provide to Purchaser, along with the final invoice, satisfactory evidence of the release, waiver or satisfaction of all liens, legal hypothecs, encumbrances, or claims and, to the extent permitted by applicable law, a waiver from Supplier, its affiliates, as well as its or its affiliates' employees, officers, subcontractors, consultants, suppliers, agents and other representatives of any rights they may have

to register or publish a legal hypothec or other rights or interest against Purchaser or its property in connection with the Contract.

- 5.6 **Audit rights.** Upon Purchaser's reasonable written request, Purchaser shall have the right to inspect and audit the Work and ensure compliance with the terms and conditions of the Contract, upon reasonable notice and during business hours. Audit rights shall not extend to the profit margin and the composition of Supplier's fees.

6. COMPLIANCE AND ETHICAL CONDUCT

- 6.1 **Compliance with Applicable Laws.** Supplier, while performing the Services and providing the Goods, shall comply, in all material respects, with any and all Applicable Laws that relate to the Goods and/or Services being rendered including, but not limited to, those relating to environmental matters, public health, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and bribery or corruption of public officials. Without limiting the foregoing, Supplier covenants that neither Supplier nor any of its subcontractors will, while performing the manufacturing of the Goods or performing the Services (i) utilize child or any form of forced or involuntary labor within the supply chain; or (ii) make or authorize any payment, offer, gift, promise, directly or indirectly, of money or anything of value to a government official for any purpose in connection with the Work.

7. REPRESENTATION AND WARRANTY

- 7.1 **General Warranties.** Supplier warrants that all Good and Services shall be provided or performed in a competent, professional manner and in accordance with the highest standards and with a high degree of quality and responsiveness, at all times consistent with the industry standards applicable to providers of similar goods and services and otherwise in accordance with the terms of these T&Cs and Applicable Laws.
- 7.2 **Additional Warranties.** Supplier warrants that: (i) when shipped, all Goods shall be free from all liens, security interests and encumbrances of any type whatsoever; (ii) all Goods shall be free from defects in materials and workmanship and design, and shall be of good and merchantable quality, free of contaminants and be fit for the use and for the specific purpose as identified in or reasonably inferable from the Contract for which they have been ordered and will function and perform under the specified operating conditions as intended and in accordance with expected quality guarantees based on public statements made by Supplier or any guarantees in the Contract; (iii) the Goods shall conform to and be performed in accordance with the specifications, drawings, samples and other requirements referred to in the PO and provided by Purchaser; (iv) the Services will be free from any errors, omissions or other defects; and (v) and no Goods or Services shall infringe or misappropriate any intellectual property rights of a third party.
- 7.3 **Warranties for subsequent owners.** All warranties will run to Purchaser and subsequent owners of the Goods to which such warranties relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly provided herein.
- 7.4 **Warranty Period.** All warranties set forth herein will remain in effect for a period of twelve (12) months from the date on which the Goods have been Delivered or the Services have been accepted by Purchaser, or such longer time period as is otherwise provided in the PO (the "**Warranty Period**"). This warranty period shall not be deemed waived by reason of Purchaser's receipt, inspection, or acceptance of the Goods, or by any payment therefor.
- 7.5 **Remedies.** If any default, defect or nonconformity or breach of any warranty given or made by Supplier under this Section 7 is discovered by Purchaser or Supplier during the Warranty Period, Supplier shall, at

its expense, take all measures necessary to promptly remedy the breach of warranty by correcting any and all defects or replace or have replaced or re-performed the defective Work with the greatest diligence. After written notice to the Supplier and failing a prompt and sufficient plan of action on the part of Supplier, Purchaser shall have the right to effect or arrange all necessary repairs or replacement at Supplier's risk and expense.

8. INDEMNIFICATION

- 8.1 Supplier shall defend, indemnify and hold harmless Purchaser and its affiliates and subsidiaries and their respective directors, employees, representatives, agents or advisors ("**Purchaser Indemnified Parties**") against any and all costs, claims and liabilities (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers), suffered, sustained or incurred by Purchaser Indemnified Parties arising out of or in connection with (i) Goods purchased from and Services performed by Supplier; or (ii) Supplier's negligence, willful misconduct or breach of the T&Cs hereunder by Supplier (which includes any non-performance of the Supplier's covenants and/or obligations under the Contract). In such case, the Supplier shall not enter into any settlement without the prior written consent of Purchaser.

9. INSURANCE

- 9.1 **Insurance Coverage.** During the term of the Contract, Supplier has and shall maintain, at its own cost, (a) all insurance required by Applicable Laws and (b) insurance cover sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the supply of Goods and/or Services, including, as applicable, product liability insurance, public liability insurance and professional indemnity insurance. Supplier shall provide, upon request, insurance certificates or written confirmations for evidencing such coverage.
- 9.2 **Permits and Licenses.** During the term of the Contract, Supplier hereby confirms that it has and shall maintain, all permits, licenses and authorizations required by Applicable Laws to perform the Work.

10. LIMITATION OF LIABILITY

- 10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) SUPPLIER SHALL BE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR LOSS SUFFERED BY IT AND/OR ITS REPRESENTATIVES IN THE PERFORMANCE OF THE PO; AND (B) PURCHASER'S LIABILITY TO SUPPLIER FOR NEGLIGENCE, BREACH OF THESE T&Cs OR ANY OTHER CLAIM IN DAMAGES AND LOSSES SHALL NOT EXCEED THE TOTAL AMOUNT OWED TO SUPPLIER BY PURCHASER HEREUNDER AT THE TIME OF THE NEGLIGENCE OR BREACH.
- 10.2 NEITHER PARTY SHALL BE LIABLE TO PAY ANY INDIRECT, CONSEQUENTIAL, AGGRAVATED, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR BUSINESS SHUTDOWN. THE MAXIMUM LIABILITY OF SUPPLIER UNDER THE CONTRACT SHALL BE LIMITED TO THE TOTAL PO AMOUNT, PROVIDED HOWEVER THAT NO LIMITATION OF LIABILITY SHALL APPLY TO: (I) CLAIMS WHICH ARISE OR RESULT FROM SUPPLIER'S FRAUDULENT OR CRIMINAL ACTS; (II) CLAIMS WHICH ARISE OR RESULT FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SUPPLIER; OR (III) THIRD PARTY CLAIMS AGAINST PURCHASER CAUSED BY OR IN CONNECTION WITH SUPPLIER'S NEGLIGENCE OR BREACH OF CONTRACT. PURCHASER'S SOLE LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY,

SHALL BE THE PAYMENT OF APPROVED INVOICES AND DIRECT, REASONABLE AND AUDITABLE DEMOBILIZATION COSTS, IF ANY, THAT MAY RESULT FROM PURCHASER'S EARLY TERMINATION OF THE CONTRACT WITHOUT CAUSE PURSUANT TO SECTION 11.

11. TERMINATION

- 11.1 **Notice.** Purchase may terminate the Contract by providing a ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided hereunder, Purchaser may terminate the Contract with immediate effect upon written notice to Supplier, either before or after acceptance of Goods, if Supplier has not performed or complied with the terms hereunder, either in whole or in part. If Supplier becomes insolvent, files a petition for bankruptcy, or if there are proceedings against Supplier related to bankruptcy, receivership, reorganization or assignment, then Purchaser may terminate the PO immediately by providing written notice to Supplier.
- 11.2 **Consequences of termination.** Upon termination of this PO, Supplier shall (i) return to Purchaser all Confidential Information; (ii) take such action as may be reasonably necessary to preserve and protect work in progress and Goods; (iii) cancel any and all cancellable subcontracts, and where such subcontracts are not cancellable, take all necessary measures to mitigate the cost associated therewith; (iv) deliver, or cause to be delivered, all materials, work in process, and Goods; and (v) deliver to Purchaser all works in progress, including data sheets, manufacturer warranties and operation and maintenance manuals provided to it by any subcontractors in electronic media where available, an otherwise in such medium which it was created, stored or delivered.
- 11.3 **Payment.** In the event of a termination hereunder, Supplier shall be entitled to receive payment for work already performed and/or Goods already delivered, in compliance with the Contract. Likewise, Purchaser shall be entitled to a prorated refund of all monies paid but not used for actual Services performed or Goods delivered. In addition to any other legal remedy or recourse in law available to Purchaser, Purchaser shall be entitled to withhold any monies otherwise due to Supplier in case of termination for cause to cover the costs of any disputes arising from or in connection with the termination. The termination of the Contract by either party shall not prejudice any rights or recourse that one party may have against the other under the Contract.

12. GENERAL PROVISIONS

- 12.1 **Independent Contractors.** Supplier's status under the Contract is that of an independent contractor. All Supplier's representatives shall be employees of Supplier and shall not be deemed an employee, agent, partner or joint venture partner of Purchaser for any purpose whatsoever. Neither Supplier nor any of its representatives shall have any authority to bind or act on behalf of Purchaser.
- 12.2 **Entire Agreement. Amendment.** The Contract constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes any previous agreement, understanding or communications between the parties related thereto. No representation, inducement, promise or agreement not specifically set out in the Contract shall be of any force or effect. Except as expressly provided in the Contract, no amendment to the Contract shall be binding unless executed in writing by the parties.
- 12.3 **Assignability and Subcontracting.** Neither party may assign the Contract or subcontract its obligations under the Contract without the express written consent of the other party. However, upon notice to Supplier, Purchaser may assign the Contract to any of Purchaser's affiliates without the express consent of Supplier. The Contract shall enure to the benefit of the parties and is binding upon the parties' heirs, executors, successors and permitted assigns. Notwithstanding such approval, Supplier shall remain solely liable for all

actions or omissions of any such assignee or subcontractors to the same extent as if Supplier had performed such action or omission itself.

- 12.4 **Non-Waiver.** No delay or failure by either party to exercise any right under these T&Cs shall constitute a waiver of that or any other right.
- 12.5 **Governing Law and Dispute Resolution.** The Contract shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein without reference to its conflict of laws provisions. The parties shall first attempt to resolve any dispute through good faith negotiations involving senior officials with decision-making authority to meet and confer in an effort to resolve such dispute. In the event of failure of such negotiations, the dispute shall be submitted to the courts of the Province of Quebec, district of Montreal which will have jurisdiction to hear such dispute, and each party hereto irrevocably submits to the jurisdiction of such court. The U.N. Convention of Contracts for the International Sale of Goods shall not apply to this Contract.
- 12.6 **Language.** The parties have expressly agreed that the Contract and notices, consents, authorizations, communications, and approvals be in the English language. *Les parties conviennent expressément par les présentes que les présents termes et conditions, le bon de commande ainsi que tout avis, consentement, autorisation, communication et approbation soient dans la langue anglaise.*
- 12.7 **Survival.** Sections 2, 7, 8, 10, 11 and 12 shall survive the termination or expiry of the Contract.