

MHD-ROCKLAND GROUP
("MHD-ROCKLAND")
TERMS AND CONDITIONS OF SALE

1. **CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein shall be binding upon MHD-ROCKLAND (including all MHD-ROCKLAND companies and affiliates) (the "Seller") unless accepted by it in writing. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are of no force or effect and not binding on the parties hereto. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein (the "Products") are shipped or an invoice is presented in connection with the said goods and/or services.
2. **TERMS:** Buyer agrees to pay for the Products according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts shall bear interest at a rate of 1.5% per month or 18% per year. The prices for the Products shall be provided for in Seller's invoices and statements of accounts.
3. **RESERVE OF RIGHT OF OWNERSHIP:** All merchandise, whether present and future, sold by the Seller to the Buyer shall remain the sole property of the Seller until all sums due to the Seller whether invoiced or not have been fully paid, the whole including interests and costs.
4. **PURCHASE MONEY SECURITY AGREEMENT:** As continuing collateral security for the payment of all present and future indebtedness, liabilities and obligations of the Buyer owed to the Seller, including interests thereon and all costs of enforcement of this security agreement, the Buyer hereby grants a Purchase Money Security Interest Agreement in all present and future inventory, goods and Products supplied by the Seller to the Buyer, together with all proceeds therefrom. The Buyer acknowledges that value has been given and that the parties have not agreed to postpone the time for attachment of the security interest hereby granted.
5. **REMEDIES OF SELLER:** Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order and all future orders, and in addition to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the Products or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller; (f) breach by Buyer of any other agreement with, or obligation toward, the Seller or (g) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event of a default on the part of the Buyer, the Buyer hereby accepts to pay all reasonable legal or collection fees, including reasonable attorney fees incurred by the Seller in order to recover all sums owing to the Seller in accordance herewith. To that end, the Buyer hereby acknowledges and recognizes that attorney fees equivalent to twenty-four percent (24%) of the value of any claim by the Seller shall constitute reasonable attorney fees to be paid by the Buyer to the Seller in addition to any other amounts owing to the Seller.
6. **GOVERNING LAW:** This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the Province of Quebec, Canada. Furthermore, the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of the District of Montreal with respect to any claims or any disputes arising from any rights or obligations provided for in this Agreement or otherwise which may result in any way from the parties' business relationship and irrevocably renounce any right they may have

under Quebec law or under the laws of any other jurisdiction to submit any matter to any tribunal outside of the judicial district of Montreal.

7. **DELIVERY:** Seller will make a good faith effort to complete delivery of the Products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatsoever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
8. **WARRANTY: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."**
9. **RECOMMENDATIONS BY SELLER:** Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the Products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the Products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its Products. Any recommendations made by Seller concerning the use, design, application or operation of the Products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.
10. **INDEMNIFICATION:** The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Products. Seller makes no promise or representation that the Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. The Seller's Products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing.

Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the Products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory

negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

- 11. ETHICAL BEHAVIOR:** As a condition of doing business with MHD-ROCKLAND, the Buyer commits to upholding its social responsibility in all business dealings and shall operate in an ethical and lawful manner as governed by its Business Code of Conduct and Ethics, which meets or exceeds MHD-ROCKLAND's minimum requirements, and shall be able to demonstrate that suitable measures are in place to meet said minimum ethical requirements.

The Buyer hereby acknowledges and recognizes that MHD-ROCKLAND has a zero-tolerance approach to unethical behavior, including, but not limited to, conflicts of interest, bribery, corruption, misrepresentation of Products and/or services, fraud, modern slavery, child labor, inhuman treatment and human trafficking in the supply chains of any parts, Products and/or components the subject of any Purchase Orders issued by MHD-ROCKLAND etc. The Buyer further agrees that it will conduct its own activities to the highest ethical standards and report any unethical activities/issues as they may arise to the attention of MHD-ROCKLAND. Depending upon the nature and/or severity of the violation, MHD-ROCKLAND may cancel any and all Purchase Orders and/or cease any and all business dealings, without any compensation to the Buyer whatsoever.

The Buyer warrants that it is not identified on the United-States' Office of Foreign Assets Control's (OFAC) Special Designated Nationals List (SDN). The Buyer agrees and warrants that it is not involved in business arrangements or otherwise engaged in transactions with or involving sanctioned countries or SDNs in violation of the regulations maintained by OFAC. The Buyer agrees that it will notify MHD-ROCKLAND promptly upon the occurrence of any event that may render this representation and warranty incorrect.

The Buyer also warrants that they manage their operations and supply chains in a manner that upholds the United Nations' (UN) Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights and the International Labour Organisation's (ILO) Core Conventions.

Moreover, the Buyer shall not sell any product or engage in any other transaction in, to, or with (i) any country that is subject to sanctions imposed by the United-States Government, or (ii) any individual or entity that is listed in the following: (a) List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department; (b) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (c) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (d) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; (e) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce; or (f) the Palestinian Legislative Counsel (PLC) List, Office of Foreign Assets Control, U.S. Treasury Department.

- 12. INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within seven (7) days following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any Product previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered Products may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.
- 13. PRODUCT SAFETY:** The Buyer must maintain the state of the Products sold to it so that it is able to continue to perform its designed and/or intended purpose without causing unacceptable risk of harm to a person or damage to property.

- 14. CONTROL PLAN: AVOIDANCE, DETECTION, MITIGATION AND DISPOSITION OF COUNTERFEIT PARTS:** The Buyer acknowledges that the circulation of counterfeit parts is a serious issue and commits to putting an end to their circulation by maintaining, implementing and employing counterfeit risk mitigation processes commensurate with the risks associated with any product and/or component sold to it and will ensure the quality and authenticity of same, in accordance with industry recognized standards and with any other specific requirements identified within any business dealings.
- The Buyer shall ensure that its processes, methods, and equipment shall maximize availability of authentic, originally designed and/or qualified parts throughout the component's and/or Product's lifecycle, including management of parts obsolescence. Information and guidance for ensuring parts availability shall be pursuant to AS5553E/AS6174A/AS6496A/AS6081A standards as well as any other applicable SAE International standards. More specifically, Buyer will provide for supply chain traceability to the Original Equipment Manufacturer ("OEM") through all its supply chain intermediaries from the part manufacturer to the direct source of the product.
- The Buyer must, upon receiving, inspecting, or processing Products, examine the Products to ensure the drawing, specification, type, class, style, part number, manufacturer, Certificate of Conformance or other related information is present to detect or identify suspect or counterfeit parts. Suspect or counterfeit parts are placed on a nonconforming material document so the items may be identified and segregated to a nonconforming part location. Buyer shall notify MHD-ROCKLAND within 24 hours of knowledge of the potential counterfeit nature of any Product sold to it by MHD-ROCKLAND. The Buyer shall have documented processes to preclude the return of the Product in question.
- In the event the Buyer intends to use other parts, in tandem with MHD-ROCKLAND Products, that are part of an unknown chain of custody, and/or that do not have the pedigree back to the OEM, or have been acquired from a broker or independent distributor, or when there are other risk elements of potential suspect/counterfeit parts, the Buyer shall have in place testing processes in compliance with the tests specified under the AS6171/5 document.
- 15. RIGHT OF ACCESS:** The Buyer shall permit MHD-ROCKLAND, MHD-ROCKLAND's customers, and appropriate regulatory bodies, upon request and reasonable written notice, to inspect and audit its premises to review and ensure the conformity of its processes, Products and services by providing access to accompanying documentation, any/and all requisite certificates of conformity, test documentation, statistical documentation, process control documentation, results of production process verification and assessment of changes to the production processes thereafter.
- 16. RETURNS:** Buyer may return any Product which Seller stocks with no restocking charge (subject to the deductions set forth below) if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged and (iii) meets all Local, State and Federal laws governing the type of product that can be sold or put into transit in the State in which the product is being returned. Buyer's surplus job returns, and those not meeting (i), (ii) and (iii), above, will be evaluated on an individual basis after Buyer has contacted Seller's authorized representative for prior written permission. Special orders or non-stock items may be returned if the manufacturer will accept the return. Except for items Seller stocks which meet (i), (ii) and (iii), above, credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges.
- 17. SHIPMENTS:** All Products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for Products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

- 18. TAXES:** The amount of any sales, excise or other taxes, tariffs or duties, if any, applicable to the Products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.
- 19. SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.
- 20. SET-OFF:** Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.
- 21. CERTIFICATIONS:** Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended, in addition to the labor standards applicable in the province of Quebec.
- 22. NON-WAIVER:** Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's Branch Manager.
- 23. ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's Branch Manager. All transactions shall be governed solely by the terms and conditions contained herein.
- 24. FORCE MAJEURE –** If MHD-ROCKLAND is delayed or hindered in the performance of any act including the supply or delivery of any products, parts, materials or equipment ordered by reason of any superior force such as weather, acts of nature, pandemic, strike, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a nature beyond the control of MHD-ROCKLAND, then MHD-ROCKLAND shall be excused from any such timely performance and shall only be required to perform when the Force Majeure event no longer impedes such performance. Under all circumstances, however, and notwithstanding any event of Force Majeure, the Buyer shall continue to be obligated to make payment to MHD-ROCKLAND for Products in accordance with the agreed upon payment terms.