



## General conditions of purchase and contracting

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**Index des revisions**

Version		Description of changes
1.0	2021-10-01	-
2.0	2024-10-22	Format standardization

Approver: Guillaume Wilbois  
Factory director

Signed on: 28<sup>TH</sup> OCTOBER 2024

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### PART I PROCUREMENT AND CONTRACTING GENERAL

#### TERMS AND CONDITIONS

## 1. General Principles

**1.1** These General Conditions of Purchase and Contracting (hereinafter "GCP") govern the purchase of goods and/or services from a supplier and/or service provider (hereinafter the "Supplier" or "Service Provider") by Associated Steel Industries Ltd. and/or its subsidiaries (hereinafter the "Company"). The Company and the Supplier/Service Provider are hereinafter individually referred to as the "Party" and together as the "Parties."

**1.2** These GCP consist of a first part, "GENERAL PROCUREMENT AND CONTRACTING TERMS AND CONDITIONS," supplemented by:

- For orders the sole object of which is the purchase of goods, the provisions referred to in "Part II SUPPLEMENTARY GENERAL TERMS AND CONDITIONS RELATING TO PURCHASE OF GOODS";
- For orders the sole object of which is the provision of services, "Part III SUPPLEMENTARY GENERAL TERMS AND CONDITIONS RELATING TO PURCHASES OF SERVICES";
- For some orders, the status may be mixed.

In the event of a conflict between Part I and either of the other two parts, it is agreed between the Parties that the terms of Parts II and III shall prevail, unless otherwise agreed.

**1.3** These GCP shall also be supplemented by special terms and conditions set out in a Company purchase order (hereinafter the "Purchase Order"), which may be issued by email.

**1.4** The GCP and the Purchase Order together form the contract between the Parties (hereinafter the "Contract").

In the event of any inconsistency between the terms of the GCP and the Purchase Order, it is agreed between the Parties that the terms of the Purchase Order shall prevail, unless otherwise agreed.

**1.5** No exception to the GCP or the Purchase Order may be made by the Supplier/Service Provider without the prior written consent of the Company.

In particular, the provisions of any General Conditions of Sale of the Supplier/Service Provider ("GCS") or any similar documents that are contrary to the Contract shall be deemed not to be enforceable against the Company.

Furthermore, acceptance of the supply of goods and/or services or of subcontracting, or the making of payments, shall not in any case constitute tacit acceptance by the Company of any terms and conditions other than those set out in the GCP and the Purchase Order.

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1.6 The Contract is definitely formed:

- On the date on which the Company receives, by electronic means, a copy of the Contract signed by the Supplier/Service Provider; or
- In the event that the Supplier/Service Provider has begun to perform the Purchase Order, such beginning being deemed to constitute acceptance of the Contract by the Supplier/Service Provider without reservation.

1.7 Subject to any specific stipulation in the Purchase Order, the Contract shall expire without further formality upon full performance of the Parties' obligations.

1.8 The Supplier/Service Provider may not transfer the Contract to third parties, even in part, without the prior written consent of the Company.

1.9 No claims under the Contract may be assigned to any third party except RBC.

## 2. Ordering Process And Modifications

2.1 Any purchase made or contract entered into by the Company shall be set down in a Purchase Order.

2.2 Solicitations or requests issued by the Company to Suppliers/Service Providers for the purpose of receiving a quotation do not constitute a Purchase Order and are not binding on the Company.

2.3 In the event of a delivery or performance of a service by the Supplier/Service Provider without a formal Purchase Order sent in advance by the Company, the Company shall be deemed not to have placed an order and shall not be contractually liable.

2.4 The quantity of goods or services, the price, the type of services, the methods of performance, the payment and the delivery times indicated in the Purchase Order or the Contract shall be binding on all Parties.

2.5 Technical or design changes to the approved specifications, or to the descriptions and details given in brochures, catalogues or other documents, and any changes to models, drawings and materials, may only be made, after the Purchase Order has been issued, with the written agreement of the Parties, which shall be set down in an amendment to the Purchase Order.

2.6 The Supplier/Service Provider undertakes to provide the Company with all information, advice and warnings relating to the technical characteristics and intended uses of its goods and/or services. It is the responsibility of the Supplier/Service Provider, because of its expertise, to verify, based on the information communicated by the Company regarding its needs and requirements, that the characteristics of the product and/or services it sells correspond to the Company's needs and requirements.

Accordingly, if the Supplier/Service Provider detects any anomaly, ambiguity or deficiency in the Company's requirements, it is the responsibility of the Supplier/Service Provider to notify the Company in writing prior to the Purchase Order being issued and to advise the Company appropriately so that the Company is in a position to place an informed order. In the absence of such notification, the Supplier/Service Provider shall bear all the consequences of such failure to fulfill its duty to inform, advise and warn, without prejudice to its liability and the penalties provided for in these GCP.

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### 3. Intellectual Property

**3.1** For the purposes of this section, the "Business of the Company" shall mean the business of the Company as determined by its Board of Directors from time to time, and includes, but is not limited to, ferrous and non-ferrous metal recycling operations. The Business of the Company also includes the reasonably anticipated expansion of the Company, in particular with respect to its innovation and research and development activities.

**3.2** Any document or item of a technical or any other nature that is capable of being protected by intellectual property law and is owned by the Company and communicated to the Supplier/Service Provider shall remain the exclusive property of the Company and may not be used by the Supplier/Service Provider for any purpose other than the sole and strict performance of the Contract.

The Supplier/Service Provider undertakes to return to the Company, immediately and without other formally, all of the said documents and items entrusted to it under the Contract upon termination of the Contract for any reason whatsoever and upon simple request by the Company. Except in the case of a specific legal obligation of which it will inform the Company, it agrees not to keep any copies and to delete them from its servers.

The Company will retain exclusive title to its methodologies and tools as acquired or developed prior to the coming into force of the Contract, which constitute its know-how, and the Supplier/Service Provider may use them only for the benefit of the Company and only in connection with and for the proper performance of the Contract.

Similarly, the Company shall refrain from reproducing and using the methodologies and tools of the Service Provider, which constitute its know-how and of which the Company may become aware in the performance of the Contract, for other purposes, and the acquisition of rights to use deliverables provided by the Supplier/Service Provider does not constitute a right to use them for other purposes.

**3.3** Unless otherwise agreed, all results of the goods or services provided/performed by the Supplier/Service Provider under the Contract, including all developments, inventions, discoveries, improvements, technologies, ideas, procedures, methods, computer programs, algorithms, source codes, trade secrets, know-how, drawings, formulas, works, integrated circuit topographies and any other material (i) designed, developed or produced/performed, directly or indirectly, by the Supplier/Service Provider, alone or with others, before or in the course of its performance (whether or not during normal business hours and whether before or after the coming into force of the Contract) and (ii) related to the Business of the Company, including its goods or services, or produced/performed using the Company's materials, supplies, equipment, information, or faculties, including the documents in which they are set down, such as sketches, plans, drawings, designs, drafts and all creative elements (collectively, the "Production/Performance") must be communicated to the Company promptly and in writing by the Supplier/Service Provider and all rights of any kind relating to the Company, including but not limited to copyright, including the right to reproduce, use, perform, publish, edit, adapt, develop, modify, correct, incorporate, transcribe, translate, digitize and market it in any manner and in any form whatsoever; the rights granted by patent, industrial design, plant variety, trademark and other intellectual property rights laws; all applications and registrations for the protection of such rights and any future extension of such protection (the "Intellectual Property Rights") shall belong exclusively to the Company, to the fullest extent applicable, as a work made for hire or any equivalent concept under applicable copyright law.

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Where, by operation of the applicable laws, certain Intellectual Property Rights do not belong to the Company, the Supplier/Service Provider shall confirm the assignment prior to the coming into force of the Contract, where. any of the Goods/Services existed prior to the coming into force of the Contract, and agrees, with respect to any of the Goods/Services subsequent to the coming into force of the Contract, to the assignment to the Company of all its rights (i) from the time of the creation, development or design of the Goods/Services and (ii) without restrictions of any kind except those imposed by the applicable legislation (the "Assignment"). The Company accepts this Assignment. This assignment shall not give rise to the payment by the Company of any additional remuneration, the Assignment being an integral part of the price stipulated in the Purchase Order. The Assignment shall be made for any type of use and on any present or future substrate and/or medium, including paper, magnetic, optical, digital, videographic or electronic, and by any process whatsoever, whether known or unknown on the date on which the Contract is entered into.

Without limiting the generality of the foregoing, in the event that the rights assigned by the Supplier/Service Provider relate to computer programs, the rights to such programs shall be assigned in both their executable version and their source version with all associated documentation, including the technical design and execution documentation, the operating documentation and the user documentation. Such documents must be written in French.

Without limiting the generality of the foregoing, in the event that the Contract concerns the creation of one or more databases, the Supplier/Service Provider expressly acknowledges that the Company shall have the status of database producer within the meaning of articles L.341-1 *et seq.* of the French Intellectual Property Code. Accordingly, the Supplier/Service Provider acknowledges that it shall have no rights to the structure or content of the databases under the Contract.

The Assignment will be effective for the whole world and the entire statutory term of protection and for any future extension of such protection.

Accordingly, and without limiting the generality of the foregoing, the Supplier/Service Provider is prohibited from using, reproducing, modifying, adapting, representing, broadcasting, exporting and distributing the Goods/Services, in any form whatsoever, for the entire term of the protection and any future extension and for the whole world.

- 3.4** If the Supplier/Service Provider provides its goods/services through employees, consultants or subcontractors, it shall have all such third parties sign written agreements that comply with the provisions of these GCP. The Supplier/Service Provider shall provide copies of such agreements promptly upon request by the Company.
- 3.5** The Supplier/Service Provider confirms that it has waived all moral rights that it holds or may hold, to the full extent permitted by applicable laws, in the Goods/Services created prior to the coming into force of the Contract, if any, and in the Goods/Services created subsequent to the coming into force of the Contract, in favour of the Company. The Supplier/Service Provider represents and warrants that it has obtained, with respect to the Goods/Services created before the coming into force of the Contract, if any, and that it will obtain, with respect to any Goods/Services created subsequent to the coming into force of the Contract, a written waiver of all moral rights that the authors retained by the Supplier/Service Provider hold or may hold in any Goods/Services, to the fullest extent permitted by the applicable laws, in favour of the Company.

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- 3.6** The Supplier/Service Provider agrees not to incorporate and represents that It has not incorporated into any deliverable intended for the Company, or into any Goods/Services, any development or content that, notwithstanding the Assignment and the effect of the applicable laws, would continue to be owned by it or that is owned by any entity related to It. The Supplier/Service Provider grants (or shall, without other formality, cause to be issued by its related entity) to the Company, without further formality, an irrevocable, non-exclusive, assignable, royalty-free, fully paid, worldwide licence for such content for the full term of any Intellectual Property Rights (including any future extensions) in the event that it fails to comply with this obligation or representation. The licence may be sublicensed, including in multiple tiers.
- 3.7** Because the Assignment is irrevocable, the Company, having become the assignee of the rights to the Goods/Services, may deal with them as it sees fit, protect them by any deposit for its benefit that it deems necessary, use them as It sees fit and for any purpose, adapt them, freely transfer them to any natural or moral person of its choice, whether free of charge or for consideration, or may abandon them. The Supplier/Service Provider agrees to cooperate with the Company and its lawyers, patent agents or trademark agents in the preparation of any patent application, copyright registration or other form of intellectual property protection covering or relating to the Goods/Services for no additional consideration. The Supplier/Service Provider agrees to promptly execute all instruments and agreements, upon request by the Corporation, and to do whatever is necessary to (i) complete the Assignment, (ii) secure the rights of the Company to pursue applications for protection, including patent applications, related to the Goods/Services, or (iii) defend the rights of the Company In the Goods/Services, for no additional consideration. The decision to file applications for patent, copyright or other intellectual property protection or to keep all or part of the Goods/Services as a trade secret shall be at the sole discretion of the Company and any such decision shall be binding on the Supplier/Service Provider.

## 4. Financial Terms And Conditions

- 4.1** Unless otherwise specified, the prices stipulated In the Purchase Order shall be deemed to be firm and final and shall not in any way include the federal and provincial taxes applicable in Canada and Québec (GST and QST). The Supplier/Service Provider acknowledges and agrees that it is solely responsible for remitting any applicable taxes collected in connection with the Contract to the appropriate tax authorities and undertakes to indemnify the Company against any claim of any nature whatsoever that the tax authorities may make.
- 4.2** Unless otherwise agreed, the costs of delivery shall be borne by the Supplier/Service Provider. Such costs include ail costs (DAP, packaging, additional transportation charges due to shipping problems, unloading, costs resulting from any type of inactivity, and transport and liability insurance).
- 4.3** The Supplier/Service Provider shall invoice each order in full once the goods/services have been received and accepted without reservation by the Company or, if tests are to be carried out by the Company, on the date of the compliance report prepared by the Company on completion of the tests.

Invoices shall be made out in the name of the Company and sent to the Company's mailing address.

The Company reserves the right to reject and return any invoice that does not comply with the terms of the Contract and/or does not contain the mandatory statutory information.

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- 4.4 Unless otherwise agreed with the Supplier/Service Provider and subject to express acceptance by the Company, no advance payment on the Purchase Order shall be made to the Supplier/Service Provider, nor shall payments be made over time.
- 4.5 Unless otherwise stipulated in the Purchase Order, payments shall be made within forty-five (45) days of receipt of the invoice by the Company.

In the event of any complaint concerning a good and/or service provided by the Supplier/Service Provider, the Parties agree that the Company reserves the right to suspend payment of invoices already issued under the Contract.

- 4.6 Under no circumstances may delays in payment resulting from irregularities in and/or non-compliance of invoices or delays in issuing or sending invoices by the Supplier/Service Provider be attributed to the Company.
- 4.7 By application of articles 1672 and 1673 of the *Civil Code of Québec*, in the event that the Parties are creditors of each other, compensation will be effected without further formality between their claims and the Parties need not claim compensation.

In this regard, the Parties expressly agree that any penalties imposed by the Company on the Supplier/Service Provider pursuant to the Contract shall be set off against the invoices owed to the Supplier/Service Provider.

## 5. Force Majeure

- 5.1 By force majeure, the Parties mean the events referred to in article 1470 of the *Civil Code of Québec*.
- 5.2 The occurrence of a case of force majeure shall suspend the obligations of the Parties in relation to the affected Purchase Order.
- 5.3 In the event of a case of force majeure, the Party affected shall notify the other Party in writing as soon as possible. Such notification shall specify the event preventing normal performance of the obligations, the obligations affected, the foreseeable duration of the event and the reasonable measures contemplated to attempt to overcome the difficulty.

The Parties shall set up a crisis unit composed of persons with authority to make decisions on behalf of the Parties, which shall monitor developments in the situation and decide by mutual agreement on the measures to be adopted to limit the impact of the case of force majeure and, where applicable, if it were to continue to be impossible to perform the obligations, decide on the date on which the Parties will be released from their obligations relating to the undertakings that it is impossible to perform.

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### 6. Liability

- 6.1 The Parties shall be wholly responsible, without restriction or reservation, for the complete performance of their obligations under the Contract and accordingly undertake to compensate the other Party for any damage caused to it.
- 6.2 The Supplier/Service Provider shall be solely liable for any direct or indirect damage caused to persons and property as a result of the goods and/or services it provides. If use of the goods or services requires that personnel of the Company receive special training, the Supplier/Service Provider shall so inform the Company and/or provide the appropriate manuals, failing which it shall remain liable in the event of misuse.
- 6.3 The Supplier/Service Provider shall be solely responsible for the transportation, putting into service or storage of the equipment and tools that it brings onto the Company's site in order to perform the Contract.
- 6.4 The Supplier/Service Provider shall be solely responsible for the actions of its own employees and of its subcontractors until final acceptance without reservation of the goods and/or services.
- 6.5 Any clause limiting the liability of the Supplier/Service Provider contained in its GCS or in any other document shall be deemed not to have been written and to be unenforceable against the Company.
- 6.6 The Supplier/Service Provider shall hold insurance policies covering its civil and professional liability with a reputable company and shall provide the Company with the insurance certificates proving the coverage and a mount of such risks.
- 6.7 The Supplier/Service Provider agrees to maintain such insurance policies for as long as it has any obligation under the Contract.
- 6.8 The fact that the Supplier/Service Provider has insurance as described above shall in no way release it from its own liability, in particular for damage that is not covered by its insurance policies or the amounts of which exceed the coverage of such policies.

### 7. Warranty Against Latent Defects

- 7.1 The Supplier/Service Provider shall be bound by the warranty against latent defects in accordance with articles 1726 et seq. of the *Civil Code of Québec*.
- 7.2 Any clause exempting the Company from the warranty against latent defects contained in the Supplier/Service Provider GCS or in any other document shall be deemed not to have been written and to be unenforceable against the Company.
- 7.3 In the event that latent defects are discovered, the Company shall have the option of returning the goods and receiving a full refund of the price or keeping the goods and receiving a partial refund of the price.

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### 8. Worker Safety

- 8.1 The Supplier/Service Provider expressly undertakes to comply with the safety rules and instructions in effect on the Company's sites (safety protocols, prevention plans, internal regulation, etc.) and with the occupational health and safety legislation, regulations and standards in force in Québec and Canada.
- 8.2 it expressly undertakes:
- to bring these rules and instructions to the attention of its employees, any subcontractors it may engage and its carriers, and to ensure that the persons assigned to the performance of the Purchase Order and to loading, unloading, stowing and transport operations are fully trained in the safety rules, are capable of implementing them, and have the necessary tools and equipment to ensure that their actions are completely safe for themselves and any third party;
  - to ensure that all such persons comply with these terms and conditions.
- 8.3 In the event of failure by the Service Provider/Supplier to comply with the rules relating to the prevention of safety risks, the Company reserves the right to apply a penalty that is not a flat amount and is equal to one per cent (1%) of the total value of the Purchase Order for each breach of this section, to a maximum of ten per cent (10%), without prejudice to any damages that the Company may be entitled to claim;
- 8.4 Any failure in the performance of its undertakings relating to the prevention of occupational risks may, without prejudice to the stipulations provided for elsewhere in the GCP, result in termination of the Contract, on the terms set out in section 16.2 of these GCP.

### 9. Warranty Of Ownership

In accordance with articles 1723 et seq. of the *Civil Code of Québec*, to which the terms of these GCP are added, the Supplier/Service Provider warrants that the Company shall have the peaceful enjoyment of the goods it supplies and the services it provides.

The Supplier/Service Provider agrees to obtain all necessary rights and permissions, in particular from the persons who participate in the performance of the Contract, warrants that the goods it supplies and the services it provides do not constitute an infringement of intellectual property rights or any other rights belonging to third parties, and indemnifies the Company against any action brought in this respect.

The Supplier/Service Provider shall indemnify and hold harmless the Company against any action or claim that the owner, the authors or their successors and, in general, any person who has participated directly or indirectly in the performance of the Contract may bring against the Company in connection with the exercise of the rights granted to the Company by the Supplier/Service Provider under the Contract.

The Supplier/Service provider warrants that the Company shall have the rights to use all of the hardware and software (except for those made available to it by the Company itself, where applicable) that may be used in the course of performing the Contract.

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The Supplier/Service Provider represents and warrants that the goods and services do not violate or infringe any proprietary, copyright, patent, trademark, or other intellectual property right of any third party and do not constitute any act of unfair competition or passing off. The Supplier/Service Provider warrants that the Company shall have the peaceful enjoyment of the goods and services against any disturbance, claim or ouster whatsoever and indemnifies and holds harmless the Company against any claim, infringement and/or unfair competition relating thereto.

The Supplier/Service Provider agrees to indemnify and hold harmless the Company against any allegations, actions or claims that "the possession and/or use of the goods or the results of the services are a violation of a property right or a copyright, patent or trademark infringement, or would constitute a violation of any other right of a third party, regardless of its country of origin.

The Company shall notify the Supplier/Service Provider within a reasonable time of any such allegation, action or claim and shall provide the Supplier/Service Provider with all information or documents in its possession relating to such allegations, action or claim.

The Supplier/Service Provider agrees to intervene in any legal or arbitration proceedings, on first request by the Company, and to provide the Company with any assistance it wishes.

In the event that a prohibition on the use of the goods or of the results of the services is ordered after a legal action is brought or as a result of a settlement, the Supplier/Service Provider agrees, without prejudice to any damages that the Company would be entitled to claim from the Supplier/Service Provider:

- to obtain, at its expense, the right for the Company to continue to use the infringing item, without limitation and without payment by the Company of any amount whatsoever; or, otherwise,
- to modify or replace, at its expense, the infringing item so that it ceases to be come within the claim, it being agreed that such modification or replacement shall not impair the characteristics and performance of the infringing item; or, otherwise,
- subject to the Supplier/Service Provider demonstrating that it is impossible to apply either of the solutions referred to above, to refund to the Company, on first request, all amounts received in consideration of the purchase by the Company of the infringing item and any associated services.

The Supplier/Service Provider shall be personally responsible and shall indemnify the Company at any time and on first request for any action, proceeding, complaint, claim, lawyer's fees, expert fees, tax expenses and damages, regardless of origin, and, more generally, all financial consequences related to the failure of the Supplier/Service Provider to comply with any of the warranties set forth in this section of the GCP. The Supplier/Service Provider agrees to pay all amounts that the claimant may demand from the Company, or from any third party that may be liable, directly to the claimant.

## 10. Confidentiality

**10.1** The goods supplied or services performed by the Supplier/Service Provider to or for the Company (a) have in the past, where applicable, resulted in, and will result in, the development of confidential information for the benefit of the Company, and (b) have provided, where applicable, and will provide Supplier/Service Provider with access to confidential or proprietary information belonging to the Company or its customers, suppliers, business partners and others ("Confidential Information"). Confidential Information includes, but is not limited to, customer lists and information about customers, marketing plans, business strategies,

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information regarding technologies, proposals, contracts, methods, procedures, algorithms, designs, work processes, technical and/or financial information, data and databases, source codes, software, trade secrets and know-how.

- 10.2** The Supplier/Service Provider acknowledges and agrees that the Confidential Information is and shall remain the exclusive property of the Company. The Supplier/Service Provider shall maintain the confidentiality of all Confidential Information and Work, during and in perpetuity after supplying its goods / performing its services, and shall not make available, use, disclose, disseminate, sell, transfer, give, publish or distribute it except for the purpose of carrying out permitted activities for the Company. However, the Supplier/Service Provider may disclose Confidential Information to the extent that such disclosure is required by law or by order of a court, on the condition that the Supplier/Service Provider gives the Company prior written notice of such requirement in sufficient time to enable the Company to take the necessary steps to avoid or limit such disclosure.
- 10.3** The Supplier/Service Provider agrees not to make any unauthorized use in any manner, or bring onto the Company's premises for the purpose of making any unauthorized use, of any trade secret, confidential information or intellectual property belonging to any third party in the supply of goods / performance of services by the Supplier/Service Provider with the Company.
- 10.4** The Supplier/Service Provider shall immediately return to the Company or, at the option of the Company, destroy the Confidential Information and documents relating to the Goods/Services, on simple request by the Company at any time. In addition, and on request by the Company, the Supplier/Service Provider agrees to certify, by affidavit or solemn declaration, that all Confidential Information and documents relating to the Goods/Services have been surrendered or destroyed, as the case may be.
- 10.5** It is also agreed by the Parties that the following will be treated as strictly confidential under the Contract:
- All provisions of the Contract; and
  - Any information of any nature whatsoever that is communicated or disclosed by one of the Parties to the other Party, in either written or oral form, in the course of the negotiation or performance of the Contract ("Contractual Information").

Accordingly, the Parties agree to keep the contractual information strictly confidential and not to communicate it to persons other than those who are entitled to know it under the terms of the Contract. The Parties further agree to use the Contractual Information only for the purpose of performing the Contract. The information shall be destroyed and/or deleted at the end of the Contract and the Parties agree to provide a certificate attesting to such destruction or deletion on first request by the other Party.

The Parties guarantee that their employees and subcontractors, if any, will comply with this confidentiality undertaking.

This confidentiality undertaking regarding Contractual Information shall remain in effect throughout the Contract and for a period of three (3) years after termination of the Contract for any reason.

- 10.6** In the event of non-performance of the foregoing by the Supplier/Service Provider, the Company may terminate or rescind the Contract in accordance with section 16.2 of these GCP.

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This option may be exercised without prejudice to any damages that the Company may be entitled to claim.

This confidentiality undertaking does not apply to Confidential and Contractual Information:

- that has entered the public domain prior to the date on which it is disclosed or communicated;
- that fall into the public domain it is communicated or disclosed through no fault of one of the Parties;
- that has been legitimately obtained from a third party not a party to the Contract without breaching a confidentiality obligation;
- that is developed by either Party independently of the Contract without breaching any confidentiality obligation.

This confidentiality undertaking shall not apply to tax authorities or to government or judicial authorities, or to the Parties' lawyers, accountants or auditors.

No disclosure to the public, press article, commercial reference, exhibition or advertising of any kind whatsoever that shows the name or logo of the other Party or refers to the Contract may take place without the prior written agreement of the Party concerned.

## 11. Personal Data

It is foreseeable that each of the two Parties will process personal data (or "Personal Information," as both terms may be used interchangeably in the Contract) as a data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018 (the "European Data Protection Regulation" or "EDPR"), if applicable\ or as an enterprise within the meaning of the *Québec Act respecting the protection of personal information in the private sector* (the "**Private Sector Act**").

The Parties agree to comply with the applicable data protection regulations and shall in no case place the other Party in a situation that would lead to a violation of such regulations.

Accordingly, each of the Parties agrees to comply, and to ensure compliance by any person under their authority, with the statutory or regulatory provisions applicable to it and with the decisions of the competent supervisory authorities in this respect.

The categories of personal data in connection with a purchase order are as follows:

Purposes of the processing	Management of the commercial and contractual relationship
Legal basis (GDPR)	Performance of a contract
Categories of personal data	Identifying data: surname, first name, email and telephone, business address, position, company name

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Location of processing (GDPR)	Europe
Retention period	Throughout the commercial or contractual relationship and no more than ten {10} years after the end of the relationship

The personal data collected and processed in connection with each purchase order

- (i) must be processed in strict compliance with the purposes defined. In no case shall the other Party process personal data other than for the purpose of fulfilling the Purchase Order;
- (ii) shall not be sold, assigned, rented or otherwise provided to third parties for any purpose other than the purposes defined;
- (iii) shall not be used commercially;
- (iv) shall be used only by employees who are subject to a confidentiality undertaking and are qualified to access it in order to fulfill their obligations under this Contract;
- (v) is hosted in the province of Québec, Canada, where applicable;
- (vi) must be subject to security measures to ensure that it is secure.

Each of the Parties shall inform the data subjects, prior to the disclosure of the data, of the processing and of the means of exercising their rights where applicable and under certain conditions, the right of access and rectification and withdrawal of consent and where applicable the rights of deletion, restriction and portability.

In the event of a confidentiality incident, the Parties shall inform each other and, where applicable, collaborate to resolve the confidentiality incident, including notification of the relevant supervisory authorities and the individuals concerned.

The Company undertakes to provide the Supplier/Service Provider with written information concerning the protection of personal data in accordance with the statutory or regulatory provisions applicable to it.

Each of the Parties agrees to indemnify the other Party for any consequences that it may suffer as a result of processing and/or retention of such personal data that does not comply with the terms of the statutory or regulatory provisions applicable to them.

## 12. Environmental Protection

The Supplier/Service Provider agrees to comply with all legislation, regulations and standards relating to the environment, in particular regarding the recovery, transport and disposal of waste.

Any waste generated by the Supplier/Service Provider on the Company's site shall remain the property of the Supplier/Service Provider. However, ferrous and non-ferrous metal scrap generated in connection with the Purchase Orders assigned to the Supplier/Service Provider shall remain the property of the Company;

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it shall be removed by the Supplier/Service Provider to the scrap yard in accordance with the procedures communicated by the Company.

The Supplier/Service Provider also agrees to maintain the cleanliness of its site and/or the facilities and equipment belonging to the Company that it uses.

The Supplier/Service Provider further agrees not to cause any polluting emissions into the atmosphere and not to discharge any polluting substance into drains, sewers, streams, canals or rivers or onto the soil of the Company's site.

Hazardous materials and goods must be stored out in accordance with the legislation in force and be submitted to the Company for approval.

The Supplier/Service Provider further agrees to participate in the coordination meeting on this subject organized by the management of the Company's establishment, in accordance with the labour regulations in force.

The Parties expressly agree that any breach of the above undertakings shall authorize the Company to terminate the contract without further formality on the terms set out in section 16.2 of these GCP without prejudice to any damages that the Company may be entitled to claim.

## 13. Obligation To Comply With The Code Of Ethics In Dealings With Public Authorities

- 13.1** The Supplier/Service Provider shall be required to comply, and to ensure that its own employees comply, with anti-corruption legislation. In particular, it confirms that it has read the Company's Code of Ethics, also available at [www.asiriva.com](http://www.asiriva.com) under the "Social responsibility - Compliance" tab.
- 13.2** The Supplier/Service Provider shall indemnify the Company against any sanctions or damages that the Company may suffer as a result of a breach of the Company's Code of Ethics by the Supplier/Service Provider, or by members of its staff, in its dealings with public authorities.
- 13.3** Any violation of the rules of ethics and anti-corruption rules in force, and in particular of the Company's Code of Ethics, shall result in termination of the contract without further notice, in accordance with Section 16.2 of these GCP.

## 14. No Waiver

Any tolerance by the Company of conduct on the part of the Supplier/Service Provider in breach of the obligations set out in the Contract, even where such tolerance is repeated, shall not constitute a precedent and may not be interpreted as approval of such breach.

In particular, no delay or failure by the Company in asserting any right or exercising any power under the GCP or under the special terms and conditions set out in the Purchase Order shall be interpreted as a waiver of such right or power to be exercised at a later time.

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### 15. Applicable Law; Jurisdiction; Conciliation

- 15.1** The Contract shall be governed by and interpreted in accordance with the laws of Québec and the laws of Canada where applicable.
- 15.2** The Parties agree to attempt to resolve any dispute that may arise in connection with the Contract amicably.
- 15.3** Where no amicable settlement is reached, the Parties shall submit their dispute to the exclusive jurisdiction of the courts of Quebec, judicial district of Montreal, and of the federal courts of Canada located in that province, whether such dispute relates to the interpretation or performance or to the effects of the Contract, regardless of the place where the respective obligations of the Parties are performed, and even in the event of impleaders in warranty or multiple defendants.

### 16. Termination Of Contract

#### 16.1 Unilateral resiliation/resolution:

Without prejudice to the other terms and conditions on which the Contract may be terminated, the Company reserves the right to resiliate/resolve the contract early and without cause, at any time, on thirty (30) days' written notice.

As of the date of resiliation, the Contract shall terminate and be of no further effect. The services or goods exchanged up to such date shall be definitively performed and shall net result in any refund.

Such resiliation/resolution shall net entitle the Supplier/Service Provider to compensation, including in the event of provisions to the contrary in its GCS or in any other document, since these GCP prevail by mutual agreement of the Parties.

The Supplier/Service Provider may nevertheless claim compensation, to be effected by set-off in proportion to the goods and/or services received and accepted without reservation by the Company.

The Company shall pay for goods and services fully completed and successfully tested at the prices contractually agreed with the Supplier/Service Provider.

#### 16.2 Resiliation/Resiliation for Cause

##### General provisions

- 16.2.1** The option of resiliation/resolution is without prejudice to any additional claim that the Company may make to remedy its loss.

The contract is terminated as of the date of resiliation/resolution and has no further effect.

If the goods and services exchanged are useful only if the contract that is resiliated/resolved is performed in full, the Parties must return everything that they have received from each other.

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Where the goods and services exchanged became useful gradually as the mutual performance of the contract progressed, there shall be no right to restitution in respect of the period preceding the last goods or services for which no consideration has been given.

Restitution shall be made on the terms set out in articles 1699 *et seq.* of the *Civil Code of Québec*.

### **Resiliation/Resolution without other formality:**

**16.2.2** The Parties agree that the following events will result in resolution/resiliation of the Contract without further formality:

- o Irregularities identified or refusal by the contractor to submit to inspections and verifications by the Company of the goods delivered and/or services performed, or to present the documents expressly referred to in these GCP and/or in the Purchase Order and/or the Company's internal procedures of which the contractor has been informed;
- o Violation of section 1.8 regarding non-assignment of the Contract;
- o Violation of the general prohibition against assignment of claims in section 1.9 of these GCP, except assignment of claims to RBC;
- o Violation of the rules concerning worker safety as set out in sections 8 and 27 of these GCP;
- o Violation of the environmental protection regulations set out in section 12 of these GCP;
- o Violation of the rules on subcontracting set out in section 26 of these GCP;
- o Violation of the rules of ethics and anti-corruption rules in force, and in particular the Company's Code of Ethics, referred to in section 13;
- o Assignment by the Supplier/Service Provider of its business or assignment of a branch of its business related to the services that the Supplier/Service Provider is obliged to provide under the Contract;

Any of the above breaches alone will constitute grounds for termination/resolution, and no demand or any other notice shall be necessary.

### **Resiliation/Resolution by Notice**

**16.2.3** For any breach other than those listed in section 16.2.2 of these GCP, the Parties may terminate the Contract by written notice.

Except in an emergency, if the default is capable of being remedied, the Party exercising resiliation/resolution shall first make a demand in writing to the other Party to remedy its default within a maximum of eight (8) days.

Where the failure to perform persists, the Party exercising resiliation/resolution shall notify the other Party in writing, stating the reasons for the resiliation/resolution.

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### 16.3 Exception for non-performance

Without prejudice to the application of the other provisions of this section 16, the Party that has not yet performed its obligation may refrain from doing so if the other Party, which itself owes consideration for the obligation, has not fully or validly performed the obligation, or has refused to do so, by the deadline stated in the Contract.

The debtor party may be notified of the suspension by any means and at any time, commencing on the day on which the creditor Party considers that the obligation has not been performed or if it is clear that it will not be performed by the deadline.

The notification by the creditor Party shall specify the deficiency or deficiencies found and state the nature and extent of such deficiency or deficiencies and the date on which they were discovered.

### 16.4 Forced Execution

The creditor Party may request forced specific performance of the obligations owed to it by the debtor Party.

In the event of failure to perform, either Party may call upon a third party to have the unexecuted obligation performed. The costs associated with such intervention shall be borne exclusively by the defaulting debtor Party.

### 16.5 Price reduction

In the event of incomplete or partial performance of an obligation by the Supplier/Service Provider, the Company may accept the product and/or service before payment on the condition that the price will be reduced, without prejudice to any claim it may have against the Supplier/Service Provider.

The Company shall then notify the Supplier/Service Provider, within 8 working days of the date on which the invoice was issued, of the amount of the reduction it proposes. The Supplier/Service Provider shall then have eight (8) business days from receipt of the notification to accept the new price, which shall then be immediately due.

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## General conditions of purchase and contracting

### PART II SUPPLEMENTARY GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

## 17. Delivery, Transfer Of Ownership, Transfer Of Risk And Damage In Transit

17.1 The Supplier agrees to ensure that the goods that it sells comply with

- o The specifications set out in the Purchase Order;
- o The legislation, regulations and standards in force on the date of the Purchase Order; and, more generally,
- o Good practice.

17.2 Goods shipped or delivered must be accompanied by a waybill that must include the details of the Purchase Order.

17.3 For any delivery of goods, there will be an acceptance procedure formalized by a document countersigned by both Parties. Mere taking possession of the goods cannot be considered to be acceptance, whether provisional or final.

17.4 "Delivery" is defined as the entire process set out below:

- o Physical delivery of the goods on the date specified in the Purchase Order; and
- o Receipt and acceptance by the Company without reserve.

The Parties agree that the goods shall not be considered to be "delivered" until all reserves have been lifted by the Company.

Acceptance and acceptance without reserve shall transfer ownership of the goods supplied by the Supplier to the Company, without other formality.

In the event of reserve and unless there is acceptance of receipt by the Company, the Supplier shall retain ownership of the goods and bear the risks.

17.5 The Supplier shall provide the documents set out below on the date of delivery and agrees that failure to do so shall constitute serious non-compliance under the Purchase Order:

- o User and maintenance manual (accepted computer formats: .doc, .xls, .tif, .pdf, .jpg);
- o Specifications for parts, stating the producer, make and type;
- o Construction plans (decimal metric system; accepted computer formats: .dwg, .dxf, .tif, .pdf);
- o Diagrams, descriptions and explanations necessary for the use, maintenance and repair of the equipment and for checking that it is functioning properly;
- o Identification of the management and diagnostic software used;

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- o Backup of the automation system on magnetic media.

This list is made without prejudice to any other document that the Company may deem useful to require.

In addition, each document will be delivered:

- o In triplicate on paper; and
- o In one copy on computer; and
- o In a French or bilingual version for orders placed in Québec, in accordance with the Charter of the French language.

**17.6** In the event of non-compliance with the terms and conditions set out in sections 17.1 to 17.5, the Company reserves the right to apply a non-fixed penalty equal to one per cent (1%) of the total value of the order that is considered to be non-compliant, for each breach, to a maximum of ten per cent (10%), without prejudice to any damages that the Company may be entitled to claim and to the other penalties set out in section 16 of these GCP.

**17.7** The weight of the goods will be checked on arrival at the place of delivery.

**17.8** In the case of activities that involve the removal of goods from the Company (e.g., disposal services), the weight of the goods will be determined at the time of departure.

**17.9** Any shipment or delivery of goods shall be in accordance with the Purchase Order and therefore the type, quantity, weight, quality, packaging and other characteristics shall be in accordance with that Purchase Order and shall not differ from the drawings and samples on which the Purchase Order was based or differ in any way from what was contractually agreed. Goods that are defective or do not conform to the Purchase Order, as set out above, shall be rejected and placed at the disposal of the Supplier, which shall remove them at its expense.

**17.10** The acceptance of goods is always dependent on inspection.

**17.11** Materials that are to be subjected to laboratory or other tests shall not be considered to be accepted until a test certificate has been issued by the competent bodies.

**17.12** The Supplier may not use subcontractors, except with the prior written agreement of the Company.

**17.13** The Supplier may not make partial deliveries, except as expressly authorized by the Company.

**17.14** At least forty-eight (48) hours' written notice shall be given for any delivery by the Supplier.

**17.15** Deadlines for delivery of goods are mandatory. They constitute a firm commitment by the Supplier to deliver on a fixed date.

The Supplier shall be obliged to inform the Company immediately of any delay in delivery and/or in the performance of its obligations.

**17.16** Deliveries shall be made within the times specified in the Contract. Any delay in deliveries shall entitle the Company to apply the penalties provided for in section 16 of these GCP, without prejudice to the right to

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compensation for the loss suffered, and to deal with a different Supplier to handle the delivery of the goods concerned, the additional costs of which shall be borne by the defaulting Supplier.

**17.17** In addition, the Company reserves the right, in the event of failure to comply with the deadlines specified in the Purchase Order, to apply a non-fixed penalty equal to one per cent (1%) of the total amount of the Purchase Order in question for each week of delay (the Parties agree that "week" shall mean seven calendar days, and that any week commenced shall be counted as one week late, starting on the first late day), capped at ten per cent (10%), without prejudice to any damages that the Company may be entitled to claim.

**17.18** In addition, any failure to comply with the quality and/or time commitments referred to in this section 17 that would jeopardize the proper conduct of the Company's operations shall entitle the Company to cancel all or part of the Purchase Orders assigned to the Supplier without other formality, without notice or compensation, regardless of any progress made on such Purchase Orders, without prejudice to any other remedy that the Company may deem useful to apply in this regard.

## 18. Liability For Damages

**18.1** Deliveries and performance of obligations by the Supplier shall be in accordance with the statutory provisions, these GCP and the Purchase Order. The Company's specifications and requests shall not relieve the Supplier of the obligation to carry out its own inspections and tests.

**18.2** The Supplier, its employees and its carriers shall be responsible for all operations for the storage, transport and unloading of the goods purchased by the Company. The cost of any damage resulting from a packaging defect or a deficiency on the part of the shipper shall therefore be borne exclusively by the Supplier.

The risk of destruction or deterioration shall rest with the Supplier until full ownership of the goods has been transferred to the Company.

In this regard, when the Supplier is unable to handle unloading and the Company must take on this responsibility for the proper operation of the business, the Supplier shall remain liable for all damage occurring during this operation.

**18.3** The Supplier agrees to inform its carrier of all of the obligations set out in this section and guarantees that the carrier will comply with these obligations.

**18.4** The Supplier shall be liable in the event of the delivery of defective and/or deficient goods, including any incorrect or partial delivery.

**18.5** In accordance with section 6.2 of these GCP, the Supplier shall inform the Company of the need for any training that may be required for the proper use of the Product and/or shall ensure that it provides the appropriate manuals.

**18.6** The Company's duty to inspect is limited to defects and/or faults which are clearly apparent or easily recognisable upon inspection of the goods on arrival (e.g. damage during transport, or incorrect or partial delivery), including defects and/or faults in the delivery documents.

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- 18.7** The Company reserves the right to refuse any goods that do not comply with the Purchase Order. Goods thus refused shall be made available to the Supplier for removal at its expense, without prejudice to any storage charges that the Company may apply to it.
- 18.8** If the Company disputes the delivery for any reason whatsoever, it may, without prejudice to the other penalties provided in section 16 of these GCP, suspend the final payment on the terms set out in section 16.3. until the reservations are lifted.
- 18.9** In addition, without prejudice to the application of the penalties provided in section 16 of these GCP, the Company reserves the right, In the event of damage or non-conformity, to require the Supplier to remedy the defect for which it is responsible under this section.

The Supplier shall bear all costs that are necessary to remedy the defects and/or to replace the goods delivered. In the event that the Company incurs costs because of the defective delivery of the goods and incurs costs for transport, shipping, processing, labour, assembly/disassembly of equipment, and inspections and controls, the Supplier shall be liable for the aforementioned costs in full.

Without prejudice to its liability, if the Supplier fulfills its additional service obligation by supplying a substitute product, the prescriptive periods for the substitute goods supplied shall be calculated aga In at the time of delivery.

If the proposed solution is considered to be ineffective or inappropriate, in the sole discretion of the Company, the Company will so inform the Supplier.

In the event that it is impossible or inappropriate to correct the defect or it is not corrected within the time agreed with the Company, the Company may resolve the contract and/or request a price reduction on the terms set out In section 16 hereof, without prejudice to a request for additional compensation for the disturbance suffered and any additional costs or lasses caused.

- 18.10**The Supplier shall guarantee the availability of the goods and components, as replacement parts, for ten years.
- 18.11**The goods delivered are warranted against latent defects in accordance with section 7 of these GCP.

## 19. Installation Of Delivered Goods

- 19.1** When the Supplier installs equipment purchased under a Purchase Order, the operation shall be considered to be a service governed by Parts I and III of these GCP.
- 19.2** Installation shall mean any assembly and commissioning of equipment, excluding the proper delivery of goods.

### PART III SUPPLEMENTARY TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

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## General conditions of purchase and contracting

### 20. Service Delivery

- 20.1 The Service Provider is selected for its specific skills. The Purchase Order specifies those characteristics or the reasons why it was selected.
- 20.2 The Service Provider shall perform the services to the highest standards, through its own independent organization, using its own resources and equipment and its own personnel.
- 20.3 It must assume full responsibility for the services.
- 20.4 The Service Provider agrees to have its employees supervised at all times by a manager, whose name shall be provided to the Company and who will be responsible for the performance of the services and the conduct of the personnel, and will have full authority to fulfill his/her role and have been trained in accordance with the applicable regulations.

The Service Provider shall be responsible for setting the working hours of its own employees, taking into account the Company's operating constraints, of which it will have been informed in advance.

- 20.5 The Service Provider shall be solely responsible for training of its employees.
- 20.6 The equipment used belongs to the Service Provider. Nevertheless, in the event of technical necessity or for organizational reasons, additional equipment may be lent at the express request of the Service Provider.

When the Service Provider does not have the specific equipment for the performance of the service, but it is available within the Company, this equipment will be clearly identified.

The Service Provider will then have custody of the equipment lent and will be responsible for it.

- 20.7 The parts necessary for the Service Provider to perform its services will also be provided by it. Nevertheless, in the event of technical necessity or for organizational reasons and as an exception, parts owned by the Company may be used at the express request of the Service Provider, who shall be responsible for reimbursement for them, possibly by compensation, set off against the amounts owed to it by the Company. Such parts will be clearly identified.
- 20.8 Failure to comply with the above terms and conditions shall be considered to be a serious breach and may result in resiliation of the contract on the terms set out in section 16.2 of these GCP.

### 21. Verifications Prior To The Provision Of Services

- 21.1 For the purpose of performing the services, the Supplier agrees to carry out all verifications necessary for determining the prices proposed and for the proper performance of the services. Accordingly, the Supplier shall not be entitled to request a higher price because of delays, obstacles or difficulties in performing the services as a result of an incomplete or ineffective inspection or inadequate reading or poor comprehension of the specifications.

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### 22. Technical Documentation

- 22.1** The services ordered by the Company shall be described in a specification/request for quotation (identified as such) or any other equivalent document appended to the Contract, with which the Service Provider agrees to comply on the same basis as the Contract with which, together with these GCP, it forms an indivisible whole.
- 22.2** The Service Provider agrees to provide the Company with all technical documentation relating to the services within the times specified in the Purchase Order or the Contract.
- 22.3** In addition, the Service Provider shall also deliver to the Company all documentation provided for in the Company's business procedures regarding procurement, of which the Service Provider was been informed during the commercial negotiation phase to the Company, within the time and in the manner specified.

### 23. Terms Of Payment For Services Provided

- 23.1** This section is in addition to the provisions of section 4 hereof.
- 23.2** Prices shall be determined prior to the performance of the services by setting a fixed price that takes into account the complexity of the task to be accomplished, unless expressly agreed by the Company.
- 23.3** Remuneration in proportion to the time spent on performance of the services is prohibited, except for services referred to as intellectual, on the condition that the Company expressly agrees. The hourly rate will be established in advance by mutual agreement between the Parties.

### 24. Place Of Performance And Times For Completion Of Services

- 24.1** The services provided by the Service Provider shall be fully completed upon receipt and acceptance without reservation by the Company and on the date set out in the Purchase Order.
- The Parties agree that the service shall not be considered to be validly received and accepted until all reservations have been lifted by the Company.
- 24.2** The place of performance of the services and the deadlines for performance and/or delivery shall be stipulated in the Purchase Order.
- 24.3** It is agreed that services may be suspended because of specific and proven adverse weather events and because of cases of force majeure, as defined in greater detail in section 5, that prevent services from continuing. In accordance with the highest standards, the days on which services were suspended will be added in a timely manner.

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- 24.4** As an exception to the foregoing, any delay in the performance of the services shall entitle the Company to apply the penalties provided for in section 16 of these GCP, without prejudice to the right to compensation for the loss suffered.
- 24.5** In addition, in the event of failure to meet the deadlines set out in the Purchase Order, the Company reserves the right to apply a non-fixed penalty equal to one per cent (1%) of the total value of the Purchase Order in question for each week of delay (the Parties agree that "week" shall mean seven calendar days, and that any week commenced shall be counted as one week, starting on the first day of delay), capped at ten per cent (10%), without prejudice to any damages that the Company may be entitled to claim.

## 25. On-Site Performance

- 25.1** By commencing work, the Service Provider acknowledges that it has received a copy of these GCP and the relevant schedules and that it has examined them and accepts them unconditionally.
- 25.2** The Service Provider shall provide the Company with a list containing the names of the employees who will be working on the site and stating their specific tasks and the related details of their valid identity documents.
- 25.3** The Service Provider agrees that it must provide all the insurance certificates referred to in section 6 of these GCP, before performance of the services commences.
- 25.4** The Corporation reserves the right, as a precautionary measure, to request further documentation regarding the foregoing.
- 25.5** The Service Provider's personnel may only enter the Company's site with a written authorization (card or badge) issued by the Company. The Service Provider shall be responsible for the constant supervision of its own personnel and the personnel of any subcontractors it may retain. It shall be required to inform the Company in writing of the name and position of a competent contact person in this regard.
- 25.6** In the event of non-compliance with the provisions of this section, the Company may, without prejudice to any claim it may have against the Service Provider,
- o Deny access to its premises;
  - o Apply a non-fixed penalty equal to one per cent (1%) of the total value of the order in question, for each instance of non-compliance, capped at ten per cent (10%), without prejudice to any damages that the Company may be entitled to claim;
  - o Apply one of the sanctions of section 16 of these GCP;

## 26. Subcontracting

- 26.1** The Service Provider shall be prohibited from subcontracting the performance of all or part of the services covered by the Contract, including to cooperatives, or engaging in any other similar form of action, unless the Company has given its prior express written consent, without prejudice to the Service Provider's full liability for the activities of the companies operating as subcontractors.

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- 26.2** The Service Provider agrees that when it is considering retaining a subcontractor, it will identify the services to be subcontracted and communicate, for the prior written approval of the Company, the names and the corporate, banking, postal and technical references of the subcontractor, the financial terms granted to the prospective subcontractors, the guarantee certificate, and the tasks it is considering subcontracting.
- 26.3** If the subcontracting is permitted, the Service Provider shall provide a list of the personnel employed by the subcontractor for the performance of the service.
- The training of the Service Provider's employees shall remain the exclusive responsibility of the Service Provider.
- 26.4** The Service Provider shall ensure that the subcontractor will be bound by the same duties and obligations as the Service Provider when dealing with the Company.
- 26.5** The Service Provider shall be responsible for transferring all documentation related to risk management to the subcontractor.
- 26.6** The remuneration of the subcontractor is the sole responsibility of the Service Provider. If requests for payment are made directly by the subcontractors, on the basis of the solidary liability of the principal, the Company reserves the right to suspend payment of the fees owed to the Service Provider proportionately, without prejudice to the Company's right of recourse.
- 26.7** In the event of a breach of the general prohibition on subcontracting or if the Service Provider fails to verify the suitability of a subcontractor authorized by the Company, the Company shall be entitled, under the terms set out in section 16.3 of these GCP, to suspend payments owed under the Contract and to resiliate the Contract in accordance with section 16.2.

## 27. Workplace Safety

- 27.1** This section is in addition to the provisions of section 8 of these GCP.
- 27.2** By accepting the Contract, the Service Provider agrees to scrupulously comply with the legislation, regulations and standards relating to occupational health and safety in force in Québec and Canada.
- 27.3** The Service Provider shall take all measures to avoid accidents.
- 27.4** The Service Provider shall indemnify the Company, by virtue of its acceptance of the Contract alone, against all consequences of its actions or omissions. The Service Provider shall be solely responsible for the cost of health and safety measures to be taken with respect to its staff and third parties. The Service Provider is responsible for all operations and protective measures necessary to ensure the safety of its personnel and is also responsible for the suitability of such personnel.
- 27.5** Before the services commence, the Service Provider shall participate in the establishment of a prevention plan in accordance with the labour regulations in force, in order to become aware of the specific risks that exist in the areas where the services are to be provided and the accesses to and surroundings of those areas, and, together with the Principal, to define the appropriate preventive measures to be applied by its personnel.

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- 27.6** The Service Provider expressly warrants that the equipment used complies with the applicable product safety regulations.
- 27.7** The Service Provider shall provide the Company, at least thirty (30) days before the date on which the services commence, with the safety data sheets for all the products used. If, for any reason whatsoever, including at the request of the Company after the Purchase Order has been issued and before the commencement of the services, the products and materials to be used need to be replaced and/or modifications need to be made, the updated list of products and materials containing chemical agents and the corresponding safety data sheets shall be provided to the Company. If chemical agents are used, the associated risks and the preventive measures to be implemented must be described in the prevention plan and a copy of the safety data sheets relating to the products and materials used must be attached to it.
- 27.8** By accepting the Purchase Order, the Service Provider represents and warrants that all services under or related to this Purchase Order will be performed using ready-to-use materials that are not listed as carcinogenic or mutagenic.
- 27.9** Failure to comply with these provisions shall be sanctioned in accordance with sections 8 and 16 of these GCP, without prejudice to the Service Provider's liability for any damage caused to the Company.

## 28. Inspection And Acceptance Of Services

- 28.1** The Company may monitor the activities of the Service Provider at any stage of the performance of the services.
- 28.2** For Purchase Orders that provide for consecutive reports on the progress of the services, the Service Provider shall send the Company a detailed timetable of the progress of the services.
- 28.3** If it is determined that the services are not performed in accordance with the conditions set out in the Contract, the Company may set an appropriate deadline, by written communication, by which the Service Provider must comply with the said conditions.
- 28.4** This is without prejudice to the Company's right to apply the sanctions provided for in section 16 of these GCP.
- 28.5** The final inspection of the services will result in an acceptance report by the Company countersigned by the Service Provider.
- 28.6** Acceptance of the services shall transfer ownership of the results of the services provided by the Service Provider to the Company, without other formality.

## 29. Warranty Against Non-Compliance And/Or Defects In Performance

- 29.1** Performance of the services in accordance with the Contract is an obligation of result for the Service Provider.

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- 29.2** Accordingly, non-performance of the Service Provider's obligations, even in part, and identification of apparent or latent defects in the services shall constitute a breach of contract.
- 29.3** In the event that the Company disputes the performance of the services, for any reason whatsoever, it may suspend payment on the terms set out in section 16.3, without prejudice to the other sanctions provided for in section 16 of these GCP, until there are no longer any grounds for objection.
- 29.4** The Service Provider shall be responsible for all necessary costs for remedying cases of non-compliance and/or apparent or latent defects in the services. In the event that the Company incurs expenses arising from the non-compliance and/or apparent or latent defects in the services, the Service Provider shall be liable for the aforementioned expenses.
- 29.5** If the Service Provider fails to adequately resolve the problem arising from the non-performance of its obligations within an appropriate time, which has been agreed with the Company, the Company may resolve the contract by notice and/or request a price reduction on the terms set out in section 16 hereof.

## 30. Liability For Damage

- 30.1** The Service Provider shall be liable for all direct or indirect damage suffered by the Company as a result of defective or non-compliant performance.
- 30.2** In accordance with section 6.2 hereof, the Service Provider shall inform the Company of the need for any training that may be necessary for the proper use of the service.
- 30.3** In the event that the Company incurs costs or expenses as a result of non-compliant/irregular performance, the Service Provider shall be liable for such costs or expenses.
- 30.4** The Service Provider shall indemnify the Company against any claims by third parties concerning the performance of the Service Provider's obligations.

For the buyer (Initials on all pages, signature and function):

For the seller (Initials on all pages, signature and position):

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