



## GENERAL TERMS AND CONDITIONS OF SALE

### I. ACCEPTANCE

The following General Terms and Conditions of Sale (these “Terms and Conditions”) are applicable to all quotations and orders between Novolex Holdings, LLC or any affiliate designated in a Supplier Order Form (in each case referred to as “Supplier”) and any buyer (“Buyer”) of any products of Supplier (“Product(s)"). These Terms and Conditions are the only terms and conditions, oral or written, that apply to the sale of Products to Buyer except for additional terms consistent with these Terms and Conditions on prices, quantities, delivery schedules, and the description and specifications of the Products as set forth in an order form issued by Supplier ("Supplier Order Form"). Any specifications for a Product shall be only as set forth in a Supplier Order Form (“Specifications”). All quotations and offers are issued subject to these Terms and Conditions and all orders accepted are conditioned on and presume acceptance of these Terms and Conditions without modification. Any quotation made by Supplier in respect of the sale and delivery of Products is for information only and shall not constitute a firm offer.

Supplier hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document other than a Supplier Order Form. Fulfilment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions. Alterations or amendments of these Terms and Conditions must be accepted by Supplier in writing; otherwise they shall be deemed null and void. Supplier’s failure to object to any provision contained in a document or communication from Buyer shall not be a waiver of these Terms and Conditions or any Supplier Order Form. All proposals, negotiations, representations, quotations or agreements, if any, written or oral, regarding the sale of any Products and made prior to or contemporaneously with the acceptance of these Terms and Conditions and any Supplier Order Form are merged herein. Acceptance of these Terms and Conditions and any Supplier Order Form, both or either of which may be delivered to Buyer in electronic form by Supplier shall be deemed to have occurred upon the earlier of (i) Buyer executing or accepting these Terms and Conditions, (ii) Buyer executing or accepting any Supplier Order Form, (iii) when Buyer is aware that Supplier has commenced performance thereunder or (iv) Buyer taking delivery of any Products. Accepted Supplier Order Forms may not be modified, cancelled or rescheduled without Supplier’s written consent and are subject to modification, cancellation or reschedule charges determined by Supplier.

### II. PRICES AND PAYMENT TERMS

The prices for the Products are as set forth in an applicable Supplier Order Form. Any acceptance or issuance by Supplier of a Supplier Order Form does not provide Buyer with any price protection on Products that would be shipped more than 30 days after the date of the Supplier Order Form. The price of Products are subject to monthly adjustments, including without limitation for changes in prices of applicable raw materials, increases in labor or other manufacturing or transportation costs, increases in taxes, tariffs or duties and other market based price changes.

Unless different payment terms are specified in a Supplier Order Form, payment terms are net 30 days from the date of invoice under a Supplier Order Form. Buyer shall incur all charges, if any, related to the transfer or payment of funds to Supplier's account. Payment of Supplier’s invoice shall be made in full to the account designated in the invoice by wire transfer or ACH Credit and without any deduction, withholding, or set-off. If Supplier does not receive full payment by the due date, a late fee will be applied at a rate of 1.5% of the original balance per month (18% per annum). Buyer shall reimburse Supplier for any and all collection costs that Supplier may incur to collect any past due amounts from Buyer within 30 days of the incurrence of such costs. Prices exclude any tax, tariff, duty or other charge now or hereafter imposed upon the production, transportation, export, import, storage, delivery, purchase, sale, or use of Products.

Any changes to any Specifications, sophistication of print, order patterns, payment terms, or other matters in a Supplier Order Form may result in Supplier modifying pricing on the applicable Products. Without waiving any other rights or remedies available to Supplier under applicable law or otherwise, Supplier may, at its option, (i) defer shipment or deliveries of Products until all past-due accounts of Buyer to Supplier have been satisfied in full, or (ii) require Buyer to pay for Product prior to shipment or ship Product on a “cash on delivery” basis if Supplier determines, in its sole discretion, not to extend credit to Buyer. Buyer shall pay Supplier any and all taxes, tariffs, duties or other charges of every kind (excluding any tax based upon Supplier’s income) that Supplier may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of the Products. Buyer may provide Supplier with properly completed purchase exemption certificates, or their equivalent, where applicable, to support any reasonable exemption claimed by Buyer in respect of provincial sales tax. If any payment made by Supplier or Buyer as a consequence of a breach, modification or termination of these Terms and Conditions or the relevant Supplier Order Form is deemed by the *Excise Tax Act* (Canada) to include goods and services/harmonized sales tax, or is deemed by any applicable provincial or territorial legislation to include a similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly.

### **III. QUANTITY**

Over-runs or under-runs per Product type ordered may vary plus or minus 10% of the volume order quantity as contained in the Supplier Order Form unless different variances are specified in a Supplier Order Form or mutually agreed upon in writing between Supplier and Buyer. Delivered quantity within the agreed range shall be deemed to constitute fulfillment of the ordered amount and Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Supplier Order Form adjusted pro rata.

### **IV. SHIPMENT; RISK OF LOSS; INSPECTION AND RETURN**

Shipment dates are approximate only. Supplier shall not be liable because of late deliveries. Unless different terms are specified in a Supplier Order Form, title and risk of loss shall pass to Buyer FOB Origin (Supplier shipping point), regardless of whether Supplier or Buyer pays for actual freight delivery charges. Supplier may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer may inspect the Products, or provide for inspection, at the point of shipment. Buyer shall inspect the Products for failure to conform to any Specifications immediately upon receipt. In the event that any Product fails to conform to any Specifications in any material respect at the time of delivery (a "Material Specifications Nonconformity"), Buyer's sole and exclusive remedy shall be for Supplier to, at Supplier's election, provide to Buyer replacement Product or issue Buyer a credit for the purchase price paid for the Product. No claim for a Material Specifications Nonconformity may be made more than 90 days after delivery of the Product to Buyer, and no claim will be valid if made after the Product has been altered or used. Failure of Buyer to give notice of a claim on or before 90 days after delivery of the Product to Buyer shall constitute a waiver by Buyer of all claims in respect of such Product. Buyer shall afford Supplier a prompt and reasonable opportunity to inspect any Product for which a Material Specifications Nonconformity claim is made. No Product shall be returned without Supplier's express consent and the issuance of a return authorization and return instructions per Supplier's customer return policy.

### **V. DISCLAIMER OF WARRANTY**

**SUPPLIER IS SELLING OR PROVIDING TO BUYER THE PRODUCTS AND BUYER ACCEPTS THE PRODUCTS "AS IS." SUPPLIER EXPRESSLY DISCLAIMS AND EXCLUDES TO THE FURTHEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, DURABILITY, PERFORMANCE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

### **VI. LIMITATIONS OF LIABILITY**

**IN NO CASE SHALL SUPPLIER BE LIABLE TO BUYER OR ANY OTHER PARTY OR THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OR INJURY OF ANY KIND, INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, TRADING LOSSES, TRANSACTION LOSSES, WASTED OPPORTUNITY, DIMINUTION OF VALUE, LOSS OF REVENUE, OR LOSS OF PROFITS, OF ANY KIND OR NATURE WHATSOEVER SUFFERED BY A PARTY OR THIRD PARTY HOWSOEVER CAUSED WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUPPLIER IS AWARE OF OR NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS OR INJURY OR IF SUCH DAMAGES, LOSS OR INJURY IS FORESEEABLE TO SUPPLIER.**

**IN ALL CASES, SUPPLIER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS AND ANY SUPPLIER ORDER FORM (INCLUDING WITHOUT LIMITATION THE PERFORMANCE HEREUNDER OR THEREUNDER OR ANY CLAIM OR CLAIMS RELATING TO THE PRODUCTS) WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE CONTRACT PRICE ACTUALLY PAID BY BUYER IN RESPECT OF THE PRODUCTS SUPPLIED BY SUPPLIER TO WHICH SUCH LIABILITY RELATES. IF ANY REMEDY PROVIDED IN THESE TERMS AND CONDITIONS OR ANY SUPPLIER ORDER FORM IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITIES SHALL REMAIN IN FULL FORCE AND EFFECT.**

**SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DETENTION, OR DELAY DUE DIRECTLY OR INDIRECTLY TO CAUSES OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ACTS OF GOD, ACTS OF BUYER, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, FLOODS, EARTHQUAKES, COMMUNICABLE DISEASE OUTBREAKS, PANDEMICS, EPIDEMICS, QUARANTINES, WAR, INVASIONS OR HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), RIOTS OR OTHER CIVIL UNREST,**

**NATIONAL EMERGENCY, STRIKES, LOCKOUTS OR ACCIDENTS, DELAYS IN TRANSPORTATION, GOVERNMENT RESTRICTIONS, EMBARGOES, ORDERS, REGULATIONS OR ACTIONS, MATERIALS OR TELECOMMUNICATION BREAKDOWN OR POWER OUTAGE, OR DIFFICULTIES IN OBTAINING NECESSARY LABOR, MATERIALS, MANUFACTURING FACILITIES OR TRANSPORTATION. SUPPLIER FURTHER RESERVES THE RIGHT TO ALLOCATE INVENTORIES AND CURRENT PRODUCTION AND TO SUBSTITUTE SUITABLE MATERIALS WHEN, IN ITS OPINION, CIRCUMSTANCES WARRANT SUCH ALLOCATION OR SUBSTITUTION.**

## **VII. INDEMNIFICATION**

Buyer shall defend, indemnify and hold harmless Supplier and its affiliates and each of their officers, directors, employees and agents from and against any and all claims, losses, liabilities, damages, costs and expenses caused by or arising out of or relating to (i) any breach of contract by Buyer; (ii) any act, omission or misconduct of Buyer (and/or any of Buyer's employees, agents, affiliates and/or customers); (iii) any violation by Buyer (and/or by any of Buyer's employees, agents, affiliates and/or customers) of any applicable law, rule or regulation or order or restriction of any governmental authority; or (iv) Buyer's (and/or any of Buyer's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products. These indemnification obligations shall apply notwithstanding any actual or alleged defect or hazard inherent in the Products or negligence of Supplier, its employees, agents, affiliates, vendors or subcontractors.

## **VIII. INTELLECTUAL PROPERTY**

Buyer shall be exclusively responsible for and shall defend, indemnify and hold harmless Supplier against all claims, including without limitation claims of intellectual property infringement or misappropriation, losses, liabilities, damages and expenses, whether direct or indirect, arising out of or relating to any specifications, designs, logos, Universal Product Code symbols, names, devices or words, including without limitation any wording required by any federal, state or local laws, rules or regulations, or other works, processes or improvements, that Buyer provides to Supplier, or requests or requires Supplier to incorporate into, use for, or place on any Product; notwithstanding that Supplier may have been notified thereof, consulted thereon, contributed to, commented upon, or provided art work, modifications, improvements, or other services or contributions in connection therewith.

With respect to any Product containing a Universal Product Code symbol, it shall be the responsibility of Buyer to furnish Supplier with the correct industry, manufacturer, item and modular check numbers together with information relating to the magnification and truncation of the symbol, and Supplier shall have no obligation to verify the accuracy of such numbers or information. Supplier shall have the right to imprint its trademark in a suitable inconspicuous but readily visible locality on any Products furnished by it.

Supplier shall own all patent, trademark, trade secret and other intellectual property or proprietary rights in the Products (including without limitation arising out of any and all customizations, improvements or modifications for Buyer or at the suggestion of Buyer) (collectively, "Supplier IP") and Buyer does hereby assign, and agrees to assign, any and all rights it may have in any such Supplier IP to Supplier, and to waive and obtain waivers of all moral rights relating thereto. When reasonably requested by Supplier, Buyer shall execute such further assignments and documents and take such further actions to effect the assignment or procure the assignment of all Supplier IP.

## **IX. COMPLIANCE WITH LAWS AND EXPORTS**

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms and Conditions. Buyer agrees and acknowledges that the Products are sold in accordance with Canadian and U.S. export laws and regulations and all other applicable export laws and/or regulations, including U.S. Export Administration Regulations. Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the destination country and in particular Buyer shall be solely responsible for obtaining all import authorizations and paying any import duty. Buyer agrees to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, Canadian, U.S. and all other applicable export and re-export controls and economic sanctions regulations. Buyer agrees that it will comply with Canadian and U.S. laws and regulations regarding embargoes, sanctions and similar laws, regulations and requirements applicable to exports which prohibit or restrict exports and re-exports of products to, and transactions with, certain sanctioned countries. Diversion of Products contrary to Canadian law, U.S. law or any other applicable law is strictly prohibited. In addition, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the export or re-export of the Products.

## **X. MISCELLANEOUS**

These Terms and Conditions do not constitute an agency relationship between the parties and neither party shall hold itself out to be the legal representative, agent, or employee of the other party for any purpose whatsoever. Neither these Terms and Conditions nor any Supplier Order Form, nor any term or provision hereof or thereof may be modified, amended, or waived by Buyer, except by an instrument in writing duly executed by Supplier. No course of dealing, usage of trade or course of performance shall be relevant to supplement or explain any

terms used in these Terms and Conditions or any Supplier Order Form. These Terms and Conditions and any Supplier Order Form shall be binding upon and inure to the benefit of Supplier and Buyer and each of their respective successors and permitted assigns. Buyer shall not assign or delegate its rights or obligations under these Terms and Conditions or applicable Supplier Order Form in whole or in part without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may assign and/or delegate its rights and/or obligations under these Terms and Conditions and/or any Supplier Order Form in whole or in part at any time without the consent of Buyer.

If any provision of these Terms and Conditions or any Supplier Order Form shall be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted from these Terms and Conditions or any Supplier Order Form and replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of these Terms and Conditions and any applicable Supplier Order Form shall continue in full force and effect. These Terms and Conditions together with any Supplier Order Forms represent the entire integrated contract of the parties with respect to the terms of purchase and sale of the Products, and supersedes all previous agreements and understandings between the parties with respect to the subject matter of these Terms and Conditions, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of any Supplier Order Form.

These Terms and Conditions and all Supplier Order Forms shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to (i) the conflicts of laws principles thereof and (ii) the United Nations Convention on Contracts for the International Sale of Goods, the provisions of which are expressly excluded. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Supplier Order Form may be asserted, brought, prosecuted and maintained only in the courts of the Province of Ontario having jurisdiction over the subject matter thereof, and the parties hereto hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties hereto submit themselves to the jurisdiction of the courts of the Province of Ontario and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given to it under these Terms and Conditions. Any claim, action, suit or other proceeding initiated by Buyer in connection with these Terms and Conditions must be brought within one year after delivery to Buyer of the applicable Products to which such claim, action, suit or other proceeding relates.

The parties hereto have expressly requested that these Terms and Conditions and any ancillary documents be drafted in English. Les parties aux présentes ont expressément requis que les présentes modalités d'achat et tout document y afférant soient rédigés en langue anglaise.