

These Purchase Order Terms and Conditions (these "Terms") are hereby agreed to and accepted by the supplier named in the purchase order ("Supplier"), and the buyer named in the purchase order ("Buyer") and shall govern the purchase order. Notwithstanding the foregoing, in the event of a conflict between these Terms and the terms and conditions set forth in a master agreement between Supplier (or one of Supplier's Affiliates) and Buyer (or one of Buyer's Affiliates) that permits purchases thereunder (such agreement, the "Master Agreement"), the terms and conditions set forth in the Master Agreement shall govern and control unless otherwise set forth in the Master Agreement.

### **1. Purchase Orders.**

a. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SUPPLIER TO THESE TERMS, including any and all terms of service or terms of use presented by or referred to by Supplier, or any terms and conditions contained in any quotation, proposal, invoice or other document issued by Supplier to Buyer. THESE TERMS CAN BE VARIED ONLY BY WRITING SIGNED BY BUYER.

Supplier's use of another form to accept this purchase order, and any additional or inconsistent terms or conditions contained therein, are expressly not agreed to or accepted by Buyer and shall have no effect.

b. These Terms and purchase order shall commence on the date stated on the purchase order to which these Terms are attached (the "purchase order") and continue until the purchase order expires, the services are completed, or these Terms and the purchase order are terminated. Upon any expiration or termination of these Terms and purchase order, or at any time upon Buyer's request, Supplier shall promptly return to Buyer or destroy, at Buyer's option, any and all Confidential Information and Personal Data (defined herein) and other materials of Buyer (including any copies thereof) in accordance with Buyer's instructions.

**2. Pricing.** Payment terms are net ninety (90) days from Buyer's receipt of invoice unless another payment term is specifically noted in the Master Agreement or purchase order. Supplier shall be responsible for collecting and timely remitting any sales tax associated with the purchase order. All invoices submitted to Buyer shall include and accurately set forth the specific amount and type of sales tax being collected, including whether the tax applies to a specific service or product.

**3. Invoices.** Supplier's invoice and packing slip shall be transmitted to Buyer in compliance with previously agreed upon invoicing processes, and the applicable purchase order number must appear on all invoices. Supplier shall issue separate invoices for individual shipments. Ariba Network Enterprise and Standard Account enabled Suppliers, shall transmit their invoices electronically. Paper Invoices will not be accepted for these suppliers. Supplier's failure to transmit invoices on shipment date or to include the invoices and packing slips with bills of lading or express receipts will result in having all payment dates and discount periods be calculated from the date that Buyer receives the invoice, the packing slip and, if used, the bill of lading or express receipt. Notwithstanding the above, Supplier shall waive its rights to payment for any charges and Buyer shall not be required to pay for, nor be liable for, any charges for goods or services accepted by the Buyer if an invoice has not been issued within six (6) months or less after such charges were incurred.

#### **4. Shipping; Packaging; Delivery.**

- a. All shipments covered herein shall be "F.O.B. Destination, Freight Prepaid" to Buyer's locations and shall apply to drop shipments directly from the manufacturer. Packing lists shall be attached to the outside of each carton or package shipped, and shall indicate the contents thereof and the applicable purchase order number. Supplier shall be liable for any damage or loss from faulty packaging or handling by Supplier. Excess shipments may be returned at Supplier's expense.
- b. Time shall be of the essence with respect to any delivery or work schedule hereunder. Any anticipated or actual delays in the shipment of goods or the provision of services shall be reported immediately to Buyer in writing. If Supplier provides such notice or fails to meet delivery schedules set forth in the purchase order, Buyer may accept the revised delivery date, or terminate any and all parts of the purchase order by written notice based on breach of contract, without liability of any kind except for goods or services delivered and accepted prior to the termination notice date.
- c. Failure or delay by a Supplier subcontractor (of any tier) to deliver the goods or services as scheduled shall constitute a material breach by the Supplier, unless such failure or delay arises from an act of God, war, terrorism, fire, earthquake, or flood (each, an "Excusable Event") and the goods or services to be furnished by Supplier or such subcontractor were not obtainable from other sources in sufficient time to permit the Supplier to meet the schedule. A scarcity or shortage in the supply of goods or services (unless occasioned by an Excusable Event) shall not constitute an Excusable Event. If a delay or failure to deliver goods or services (in part or in whole) ordered pursuant to the purchase order is not caused by an Excusable Event, Supplier shall be liable to Buyer for any and all damages suffered by Buyer as a result thereof, including, without limitation, any costs incurred in completing performance and/or purchasing substitute goods elsewhere.

**5. Changes.** Buyer may change the purchase order upon written notice to Supplier. If such change increases the cost or performance time of such purchase order, Supplier shall issue a revised quote in writing to Buyer within thirty (30) days after Buyer's change request. Upon written acceptance of Supplier's revised quote or mutually agreed to quote, Buyer shall issue a revised order. Execution by both parties of a revised order shall cancel and supersede the original purchase order, without any liability to the Buyer. Any revised purchase order shall be subject to these Terms and binding between the Buyer and Supplier.

#### **6. Specifications and Inspections.**

- a. All goods and services received shall be subject to Buyer's inspection prior to acceptance and may be rejected if nonconforming. All goods and services ordered will comply with any specifications current as of the date of the purchase order (as may be changed pursuant to Section 5). Payment for goods or services delivered hereunder, or the use of a portion of such goods or services for purposes of inspection or testing, shall not constitute acceptance thereof. Supplier may be required to replace or repair any nonconforming goods or re-perform any nonconforming services at Supplier's cost and expense. If rejected after delivery, any nonconforming goods shall be returned to Supplier at Supplier's risk and expense (including any repackaging and reshipping costs).

b. Supplier shall maintain complete, accurate records in connection with the goods purchased or services provided in accordance with generally accepted Canada accounting principles, to substantiate all fees and expenses, and shall maintain information and all relevant data sufficient to show compliance with this section. Supplier shall provide Buyer a copy of those portions of Supplier's and Supplier subcontractors' internal and external examination reports relating to the services.

c. Upon Buyer's request, Supplier shall allow Buyer and/or any independent third party selected by Buyer to fully examine Supplier's and/or its subcontractors' and their respective affiliates' records to the extent necessary to verify any amounts paid and compliance by the Supplier with these Terms.

**7. Warranties.** Supplier warrants that all goods and services provided under the purchase order (a) shall be merchantable; (b) shall be free and clear of all liens, claims and encumbrances; (c) shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party, (d) are free from errors, bugs, viruses, and defects in material and workmanship; (e) comply with all applicable local, state, provincial, territorial, and federal laws and regulations; and (f) conform with Supplier-published and Buyer-furnished specifications and descriptions. (Any specifications, tools or other materials furnished to Supplier by Buyer are and shall remain the property of Buyer.) The foregoing warranties shall be in addition to any warranties by Supplier set forth in any documentation for goods and/or in the purchase order. Buyer shall have the right to return for a full credit, or to require Supplier to replace, re-perform or repair promptly upon request, any goods or services not conforming to the warranties. If Supplier fails to promptly so replace, re-perform or repair such goods or services after Buyer's request, Buyer shall have the right to replace, substitute, re-perform or repair such goods or services at Supplier's cost and expense.

**8. Indemnification.** Supplier shall indemnify, defend, and hold harmless Buyer, its officers, directors, agents, and employees, successors, assigns, distributors, dealers, and customers from and against any loss, cost, damage, expense, claim, demand, or liability (including reasonable attorneys' fees) arising out of: (a) any material breach, including any breach or alleged breach of any representation or warranty of Supplier or Supplier's confidentiality obligations; (b) the gross negligence, willful misconduct or illegal acts of Supplier and/or any Supplier personnel; (c) employment-related allegations by any Supplier personnel; (d) personal/bodily injury and property damage that arise from the acts or omissions of Supplier personnel; and/or (e) any third party claim that the goods or services provided hereunder actually or allegedly infringe any patent, copyright, trademark, service mark, trade secret, or other intellectual property right. Without in any way limiting the foregoing, Supplier shall maintain insurance sufficient to cover its indemnity obligations hereunder.

**9. Insurance.** Supplier shall, upon request of Buyer, purchase and maintain a general liability insurance policy, providing coverage for liability for bodily injury or property damage to third parties arising out of Supplier's activities hereunder, including coverage for Premises and Operations, Personal/Advertising Injury, Contractual Liability, and Products/Completed Operations, with limits of no less than CAD\$1,000,000 per occurrence and CAD\$2,000,000 in the aggregate. Supplier shall forward to Buyer a

certificate of insurance as evidence of the existence of the general liability insurance meeting the terms as agreed upon in purchase order prior to services being rendered.

**10. Liability.** Buyer's liability for its breach or alleged breach of the Terms or the purchase order shall not exceed the total fees shown on the purchase order, nor shall Buyer be liable for any indirect, special or consequential damages resulting from any such breach or alleged breach. Supplier's liability for its breach or alleged breach of the Terms or the purchase order and all resulting damages, including any direct, special or consequential damages shall not be limited and may exceed the total fees shown on the purchase order. Both parties acknowledge that this provision allocates risks between the parties, as authorized by the applicable laws.

**11. Confidentiality.**

a. The terms of the purchase order, including the Terms, as well as the existence of the purchase order, and anything supplied to Supplier thereunder including Buyer's related information, data and Personal Data (defined below), shall be deemed confidential information of Buyer (collectively and individually, "Confidential Information"), and shall be held in confidence by Supplier. Supplier shall not disclose Confidential Information without Buyer's prior written consent. Supplier shall not display, use Buyer's name or logo in any way (including without limitation, a listing of Supplier's customers) without Buyer's prior written consent for each instance of intended use. Any violation of this Section shall be deemed a material breach.

b. Supplier covenants that, with respect to any information that identifies or relates to an identifiable individual (including, but not limited to, (a) an individual's name, address, e-mail address, IP address, telephone number) (collectively, "Personal Data"), Supplier shall (i) inform itself regarding, and comply with, Buyer's privacy policies and all applicable privacy laws; (ii) keep all Personal Data strictly confidential, and not disclose any Personal Data to third parties; (iii) not use any Personal Data except to the extent necessary to perform the services and only by those Buyer personnel with a need to know; (iv) ensure that all Personal Data created by Supplier on Buyer's behalf is accurate and, where appropriate, kept up to date, and erased or rectified in accordance with Buyer's instructions; and (v) relay and impose confidentiality obligations on Supplier personnel who will be provided access to, or will otherwise process, Personal Data.

c. Supplier represents and warrants to Buyer that throughout the duration of the purchase order, it has and will continue to have industry best practice administrative, technical, and physical safeguards in place to ensure the security and confidentiality and protect against the unauthorized or accidental destruction, loss, alteration, use or disclosure of Confidential Information and/or Personal Data and other records and information of Buyer's clients or employees, to protect against anticipated threats or hazards to the integrity of such information and records.

**12. Non-Assignment.** Supplier shall not assign the purchase order and/or these Terms, or any of its rights or obligations hereunder, without Buyer's prior written consent. Any assignment by Supplier of the

purchase order, any interest herein, or any payment due or to become due hereunder, or any delegation of Supplier's obligations hereunder, without the prior written consent of Buyer, shall be void.

**13. Compliance with Laws.** Supplier warrants and covenants that (a) in its performance of the purchase order, it shall comply with all applicable federal, state, provincial, territorial, and local laws, regulations, rules and orders; and (b) the goods and/or services to be furnished pursuant to the purchase order were or will be produced in compliance with the requirements all applicable employment laws and regulations. Supplier agrees to submit all reports, certifications, and other documents as required by Buyer.

**14. Compliance with Supplier Code of Conduct.** Supplier warrants and covenants that it shall comply with AIG's Supplier Code of Conduct which is located at <https://www.aig.com/about-us/supplier-relations>.

**15. No Waiver.** Failure by either party to insist upon strict compliance with any of these Terms shall not be construed as a waiver of the other party's right to insist upon strict compliance in the future. The waiver by either party of a breach of or a default under any provision of the Terms will not be effective unless in writing.

**16. Set Off.** Buyer may set off any claim or charge it may have against Supplier against any amount payable to any person under the purchase order.

**17. Termination for Convenience.** Buyer may terminate all or any portion of the purchase order at any time by giving written notice to Supplier. In the event of such termination, Buyer's liability shall be the lesser of: (a) a reasonable price for raw materials, components, work in progress, and any finished units on hand; or (b) the contract price per finished unit, after giving effect to any discount Buyer would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of: (x) a reasonable price for the services rendered prior to termination; or (y) the contract price for the services. Upon receipt of a termination notice, Supplier shall, unless otherwise directed, cease work, mitigate any damages and follow Buyer's directions as to disposal of work in progress and finished goods. THE FOREGOING STATES BUYER'S ENTIRE LIABILITY FOR TERMINATION FOR CONVENIENCE.

**18. Default.** Supplier shall be in default in the event (a) Supplier fails to comply with any of the Terms or breaches any representation or warranty provided herein or in the purchase order; (b) Supplier ceases business operations, becomes insolvent, or makes an assignment for the benefit of its creditors; or (c) a bankruptcy petition is filed by or with respect to Supplier. In the event of any default by Supplier, Buyer may, in its sole discretion upon written notice to Supplier (w) give the Supplier ten (10) business days to

cure such breach, (x) withhold from any amount due to Supplier hereunder such amount as is required, in Buyer's reasonable judgment, to protect Buyer from loss or damage, (y) immediately terminate the purchase order in whole or in part, and/or (z) exercise any other right or remedy provided for herein or by law. BUYER SHALL HAVE NO LIABILITY TO SUPPLIER AS A RESULT OF TERMINATION FOR DEFAULT.

**19. Governing Law.** The laws of the Province of Ontario and the laws of Canada applicable therein, without regard to its conflicts of law provisions shall govern and control this purchase order. This purchase order shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

**20. Notices.** All notices shall be in writing and, except as otherwise expressly set forth herein or in any purchase order, delivered personally, or properly mailed via registered mail to the addresses of the parties set forth in the purchase order, and in the case of the Buyer, directed to the attention of Buyer's Legal Department. In addition, a copy of any legal notice must also be sent to Vice President, Global Sourcing & Procurement Services ("GS&PS"), 30 Hudson Street, 18th Floor, Jersey City, NJ 07302.

**21. Arbitration.** Except for claims of payment default, any dispute between the parties arising out of or related to this purchase order shall be submitted for confidential, binding arbitration upon the demand of either party. The matter in dispute shall be referred to three persons in Canada, pursuant to the provision of the Arbitration Act (Ontario), one to be appointed by each of the parties hereto, and the third by the two so chosen who shall act as chairman of the proceedings.. The arbitrator will not be authorized to award punitive or exemplary damages, but will be authorized to award special, indirect, or consequential damages as set forth herein. The decision of the arbitrators, or that of any two of them, shall be final and conclusive of all disputes and controversies between the parties relating to the matters in issue.

**22. Entire Agreement.** The Terms together with the purchase order shall constitute the entire agreement between Supplier and Buyer with respect to the subject matter hereto.