

## 1. DEFINITIONS

Capitalized terms have the meanings set forth or referred to in this Section 1.

1.1 **“Business Day”** means any day other than a Saturday, Sunday, or statutory holiday in the Province of Quebec, Canada.

1.2 **“Change Order”** has the meaning set forth in Section 5.1.

1.3 **“Confidential Information”** has the meaning set forth in Section 26.

1.4 **“Contract”** means the contract between Riedel or any legal entity of the Riedel Group and the Supplier, these GTCPs, and all schedules, exhibits, attachments, or appendices specifically referenced herein or therein.

1.5 **“Encumbrance”** means any charge, claim, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, hypothec, easement, encroachment, right of way, right of first refusal, right of first offer, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

1.6 **“Goods”** means the goods set forth in Appendix A.

1.7 **“GTCPs”** means the General Terms and Conditions of Procurement, as amended by Riedel from time to time.

1.8 **“Intellectual Property Rights”** means all industrial and other intellectual property rights comprising or relating to (i) patents; (ii) trademarks; (iii) internet domain names, , web addresses, web pages, websites, and URLs; , (iv) designs and industrial design (v) copyrights, works of authorship, software and firmware, application programming interfaces, architecture, files, records, schematics; (vi) data, data files, and databases; (vii) specifications and documentation; (viii) trade secrets; and (ix) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the applicable laws of any jurisdiction throughout in any part of the world.

1.9 **“Order”** means Riedel’s purchase order issued to the Supplier hereunder, including all terms and conditions attached to, or incorporated into or by reference into, such purchase order.

1.10 **“Representatives”** means a party’s affiliates, and each of their respective personnel, officers, directors, partners, shareholders, agents, lawyers, advisors, successors, and permitted assigns.

1.11 **“Riedel”** means Riedel Communications Canada Inc.

1.12 **“Riedel Group”** refers to Riedel and any other legal entities that are either controlled by, control, or are under common control with Riedel. This includes any form of direct or indirect power to influence the management and policies of the entity, whether this is achieved through ownership of voting securities, contracts, or other means. An entity remains a part of the Riedel Group until it no longer meets these criteria.

1.13 **“Riedel Items”** has the meaning set forth in Section 13.2(e).

1.14 **“Riedel Material”** has the meaning set forth in Section 13.1(b).

1.15 **“Services”** has the meaning set forth in Section 20.

1.16 **“Specifications”** means the specifications for the Goods set forth in appendix A.

1.17 **“Supplier Personnel”** means Supplier’s employees and permitted subcontractors legally bound by a written contract of employment or subcontract (or agreement with similar effect) with Supplier respectively as protective of Riedel’s rights and interests as those contained in this Contract in compliance with the terms of this Contract.

1.18 **“Supplier”** has the meaning set forth in Section 2.1.

1.19 **“Taxes”** means any harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value-added tax, use, excise, and any other similar taxes, duties, and charges of any kind, including penalties or interest, imposed, levied, or currently assessed or which may be assessed in the future by any any federal, provincial, territorial, or local governmental entity

1.20 **“Warranty Period”** has the meaning set forth in Section 17.1.

1.21 **“Work Results”** has the meaning set forth in Section 14.1.

## 2. GENERAL PROVISIONS/SCOPE OF APPLICATION

2.1 GTCPs Integral Part of New Contracts. These GTCPs are the version valid at the time of conclusion of the Contract and it shall become an integral part of all contracts, including but not limited to individual Orders between Riedel and its contractual partner pertaining to the procurement of Goods and Services by Riedel as described in the applicable Order (**“Supplier”**).

2.2 GTCPs Integral Part of Subsequent Contracts. These GTCPs shall also apply to any subsequent agreements between Riedel and the Supplier without the need for Riedel to explicitly reference them in each instance. These GTCPs shall be deemed to have been accepted by the Supplier upon commencing the provision of services at the latest.

2.3 Prevalence of the Terms. These GTCPs, together with any documents incorporated herein by reference, prevail over any terms and conditions. Any conflicting, supplementary or deviating provisions from these GTCPs shall not apply, even if Riedel does not explicitly object to them, accepts the Supplier's goods or service provision without reservation.

2.4 Supplier's Terms and Conditions. These GTCPs expressly exclude any of Supplier's general terms and conditions or any other document issued by Supplier in connection with this Contract, including in its Orders, invoice, or other documents. The Supplier's general terms and conditions shall only become an integral part of the Contract if Riedel explicitly agrees to their validity in writing and with an explicit reference to the Supplier's terms and conditions.

2.5 No Minimum Purchase. Riedel is not obligated to any minimum purchase or future purchase obligations under this Contract.

2.6 Applicability of Law. References to law provisions in these GTCPs are for clarification purposes only. Supplier shall comply with applicable law provisions, even without such references, to the extent they are not directly amended or expressly excluded in these GTCPs.

### 3. SUPPLIER'S OFFER

The Supplier's offers and cost estimates are binding and free of charge for Riedel. If prior to the conclusion of the Contract, the Supplier creates offer or project documents, brochures, presentations, or similar documents, or visits or attends meetings or other appointments at Riedel's premises, Riedel shall not provide compensation for this to anybody.

### 4. ORDERS

#### 4.1 Order Content.

(a) The scope of delivery, specifications, delivery dates and prices are specified in the applicable Orders.

(b) Irrespective of the details set out in the Order, the scope of delivery includes all parts, tools, documentation, plans, drawings, and other objects and documents required for the proper and serviceable functioning of the Goods.

4.2 Order Completeness & Accuracy. To allow Riedel to modify its Order or place a new Order, the Supplier shall

promptly inform Riedel of any missing documents or apparent errors and mistakes in the Order and corresponding documents upon discovery.

#### 4.3 Order Acceptance

(a) Acceptance by the Supplier must always be in writing.

(b) Individual supply contracts become effective on acceptance of these Orders by the parties.

(c) If the conclusion of the Contract depends on an Order confirmation, Riedel shall only be bound if this confirmation does not deviate from the Order.

#### 4.4 Order Format

(a) No handwritten signature is required for the Order to be valid, unless otherwise provided in the Order.

(b) Riedel may place Orders via simple email or verbally; provided, that, Riedel shall send the Order to the Supplier in writing within 14 days of placing the Order in the aforementioned manner.

### 5. CHANGE ORDERS AND SERVICES MODIFICATIONS

5.1 Change Orders by Riedel. Riedel may at any time, by written instructions and/or drawings issued to Supplier order changes, additions, and/or extensions to the contractual services in accordance with the terms of this Section 5 ("**Change Order**").

#### 5.2 Change Order Process

(a) The Supplier shall within seven (7) Business Days of receipt of a Change Order submit to Riedel a firm cost proposal for the Change Order which shall include a calculation of the time and effort required to implement a Change Order taking into account the effect of the change on service provision deadlines, remuneration, and resources used.

(b) If the Supplier incurs additional expenses due to changes, the Supplier can request an appropriate adjustment of the service provision deadlines and compensation; provided however, for greater clarity, that Supplier acknowledges that a Change Order may or may not entitle the Supplier to an adjustment in the Supplier's performance deadlines or compensation under this Contract.

(c) The agreement on implementing a Change Order, including the resulting consequences for service provision deadlines and the Supplier's remuneration (change in service), shall be documented in writing by Riedel and the Supplier.

(d) The relevant change in service shall take effect only when documented in writing and accepted by Riedel.

(e) After acceptance of the cost proposal, the Supplier shall proceed begin implementing the Change Order without delay with the changed Services, subject to the cost proposal and the GTPCs.

5.3 No Agreement on Change Order. If no agreement is reached on a Change Order and Riedel cannot be reasonably expected to adhere to this Contract without the requested change, Riedel may terminate the Contract regarding the specific service to be changed without notice and without any liability or obligation to anybody .

## 6. SUPPLIER'S OBLIGATIONS

In addition to the obligations otherwise provided in the Contract,

(a) Supplier shall ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Riedel; and

(b) Supplier shall keep and maintain any Riedel equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Riedel's written instructions or authorization.

## 7. BASIC PRINCIPLES OF COOPERATION AND PERSONNEL

7.1 Skillfull Performance by Supplier. The Supplier shall perform all agreed deliveries and Services in a workmanlike and professional manner, skillfully, diligently, an expert degree of care, technical accuracy, in good faith, subject to and in accordance with all applicable laws and contractual agreements consistent with industry standards.

7.2 Riedel's Supply Obligations. Riedel is under no obligation to supply materials or other items or to fulfill cooperation requirements unless explicitly specified in the applicable Order or if it specifically pertains to Riedel Materials or items without which the Contract's fulfillment would be unreasonably impeded.

7.3 Supplier's Compliance with Labor Law. The Supplier shall ensure that Supplier Personnel are deployed in accordance with all applicable laws and regulations. This particularly includes compliance with the applicable labour, minimum wage, hours of labor, social security, collective bargaining laws, including but not limited to employment of labor, hours of labor, health and safety, working conditions, and payment of wages.

7.4 Work Permits. The Supplier shall ensure that, where necessary, deployed Supplier Personnel possesses valid

work permits.

## 7.5 Limitations Regarding Personnel

(a) The Supplier shall ensure that Supplier Personnel deployed by the Supplier shall not enter into an employment or contractual relationship with Riedel and any legal entity of the Riedel Group, even if Services are rendered within a Riedel Group company, or vice versa, without Riedel's prior written consent.

(b) The Supplier may use the deployed Supplier Personnel to fulfill contracts with third parties.

(c) The Supplier has exclusive authority to instruct the Supplier Personnel.

(d) Supplier and the Supplier Personnel shall not be eligible to participate in any benefit or compensation plans offered by Riedel or Riedel Group to their respective employees, including, without limitation, any payments under any employment standards legislation.

(e) The Supplier shall bear full responsibility for the payment of wages, salaries, taxes, incidental wage costs, and particularly, the social security contributions of Supplier Personnel. Riedel has no obligations in this respect.

## 7.6 Responsibilities for Compensation Taxes

(a) Riedel shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker's compensation insurance premiums for the Supplier and the Supplier Personnel.

(b) The Supplier is responsible for these withholding, remitting and registration obligations, and shall indemnify Riedel and Riedel Group from and against any order, penalty, interest, taxes or contributions that may be assessed against Riedel or Riedel Group due to the failure or delay of the Supplier to make any such withholdings, remittances or registration, or to file any information required by any law.

7.7 Contact Person. If the Supplier uses Supplier Personnel to fulfill the Contract, it undertakes to name a contact person to Riedel. Riedel shall generally forward concerns related to Contract fulfillment to the Supplier's designated contact person.

## 7.8 Personnel Replacement

(a) If a person employed by the Supplier to fulfill the Contract is replaced by another and if the Supplier has to train the employee, such training shall be at the Supplier's expense and shall not result in any disadvantages for Riedel.

(b) Riedel may, demand the replacement of a person assigned by the Supplier to fulfill the Contract. Such a justified case exists in particular if the appointed person has violated legal provisions or repeatedly and significantly breached or violated obligations applicable to the contractual relationship with Riedel.

(c) The Supplier shall bear all costs arising from the replacement of a person.

## **8. PARTIAL DELIVERIES AND TRANSFER OF RISK**

(a) Partial deliveries of Goods and/or Services may only be made if expressly agreed in writing by Riedel. In that case, for the purpose of these GTCPs, the delivery of Goods and/or Services will also be taken to mean any partial delivery of Goods and/or Services if consented by Riedel.

(b) The delivery dates and service provision deadlines specified in Riedel's Order documents are binding for the Supplier and timely delivery is of the essence.

### **8.2 Delayed or Advanced Deliveries**

(a) Irrespective of other rights of Riedel, the Supplier is obligated to inform Riedel without delay in writing about foreseeable delays in delivery and service provision.

(b) Early delivery or provision of Services by the Supplier shall only be permissible with the prior written consent of Riedel, except for Section 5.2(b) of these GTCPs.

### **8.3 Place of Delivery & Transfer of Risks**

(a) Unless otherwise stipulated in the applicable Order, the Supplier shall consistently deliver Goods, postage-paid, to Riedel's Canadian registered office.

(b) Consequently, title and risk of loss passes to Riedel upon delivery and acceptance of the Goods to Riedel's Canadian registered office.

(c) Supplier bears all risk of loss or damage to the Goods until delivery and acceptance to said location.

(d) To clarify, the timeliness of deliveries of Goods and Services, title and risk of loss depend on their arrival at the specified destination and the time of acceptance.

8.4 Acceptance is No Waiver. The unconditional receipt or acceptance of deliveries or of Goods and Services by Riedel shall not be construed as a waiver of any statutory, legal or contractual claims by Riedel arising from delays in delivery or service.

### **8.5 Penalty for Delays**

(a) In the event the Supplier exceeds the agreed-upon delivery date or service deadline or fails to deliver the agreed-upon quantity of Goods ordered, the Supplier shall be liable to Riedel for a contractual penalty of 0.3% of the net

order value for each day of delay, up to a maximum contractual liability of 5% of the net Order value.

(b) This provision shall not apply if the Supplier is not responsible for the delayed delivery.

(c) Any other legal or contractual claims of Riedel shall remain unaffected.

(d) A contractual penalty levied in this respect shall be offset against any claims for damages by Riedel.

(e) Riedel reserves the right to demand the contractual penalty even if it is not reserved upon accepting the delivery of the Goods or service; however, Riedel must make a reservation at the latest upon payment of the last sum agreed for the said delivery or service.

(f) If Supplier fails to deliver the Goods or Services in full on the delivery date, Riedel may, in its sole discretion, terminate the applicable Order immediately by providing written notice to Supplier and Supplier shall indemnify Riedel against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods or Services on the delivery date.

## **9. SHIPPING AND PACKAGING**

9.1 Compliance with Shipping Instructions. The Supplier shall comply with the shipping instructions (as stated in Orders, through email, etc.), to any applicable shipping requirements of Riedel, and applicable shipping regulations (e.g., regarding customs, labelling, etc.), unless these are unsuitable for the successful execution of the respective delivery. In such cases, the Supplier shall inform Riedel of the unsuitability and suggest appropriate alternatives which come closest to the original shipping instructions. In this case, the Supplier shall notify Riedel of the unsuitability and propose suitable alternatives which come closest to the original shipping instructions.

9.2 Shipment Notification. The Supplier must notify Riedel of all deliveries of Goods and Services no later than three (3) business days before dispatch by providing a detailed notice indicating the nature, quantity, and, if applicable, the weight in detail. The Supplier must include the order number, material number of Riedel, as well as the quantity of the Goods, in all dispatch and Order documents and related correspondence, particularly in dispatch notifications, bills of lading, and invoices.

9.3 Packaging Requirements. All Goods shall be transported and delivered in suitable packaging, as required by the nature of the Goods. The packaging must comply with all legal and contractual Goods, packaging, and transportation regulations, ensuring it is secure and

appropriate for the respective mode of transport. Packaging materials shall become the property of Riedel.

9.4 Damaged Packaging. In the event a delivery arrives at its destination with damaged packaging,

(a) Riedel reserves the right to reject the entire delivery without inspecting the contents.

(b) The Supplier shall bear the costs and assume the risk of loss of any return shipment

(c) This provision also applies if a delivery with damaged packaging is handed over to Riedel or the carrier designated by Riedel, if such type of delivery has been contractually agreed upon.

9.5 Return or Disposal of Packaging Material. Upon request and at Riedel's discretion, the Supplier shall either take back used packaging materials or cover the costs of Riedel's disposal of packaging materials, upon submission of appropriate proof and amount.

9.6 Waste Management. If waste, within the meaning of Canadian waste legislation, is generated during the Supplier's deliveries Good or Services, the Supplier shall recycle or dispose of the waste at its own expense in accordance with the waste legislation provisions. Ownership, risk, and waste legislation responsibility are transferred to the Supplier at the time the waste is generated.

## **10. GOODS LABELING AND INFORMATION**

10.1 Labelling. All deliveries shall be labeled in accordance with the applicable legal provisions and standards (e.g. CE, UL, ETL, FCC, etc.).

### **10.2 Goods' Information**

(a) The Supplier shall provide Riedel with all necessary information related to the Goods, such as safety data sheets, processing instructions, labelling regulations, assembly instructions, or work safety measures, including any changes thereto, in good time before delivery or provision the Goods or Services.

(b) The Supplier must inform Riedel of any licensing requirements for (re-) exports of goods in accordance with Canadian and US export and customs regulations. Furthermore, the Supplier must inform Riedel of any export and/or customs restrictions of the Goods' country of origin and must comply with any and all applicable export control laws.

(c) For this purpose, the Supplier shall include all relevant and necessary trade data and information in its offers, order confirmations, and invoices for the relevant Goods.

(i) for Goods from the USA, the Export Control

Classification Number (ECCN) in accordance with US Export Administration Regulations (EAR),

(ii) for Goods from any other country the relevant export list and export list number (e.g. Annexes to European Embargo Regulations, Annex I to European Regulation for the control of dual-use items, Annex AL to the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung) or comparable list items of relevant export lists),

(iii) the origin of the Goods and the components of the Goods in a trade policy context, including technology and software, the harmonized commodity code (HS code) of the Goods, and a contact person responsible for export law issues in the Supplier's company.

10.3 Further Information Upon Request. At Riedel's request, the Supplier must also provide Riedel with all further foreign trade data and declarations/certificates of origin for Goods and their components in text form, promptly notifying Riedel of any changes in data before Goods delivery.

## **11. SPARE PARTS AND AVAILABILITY**

(a) The Supplier must maintain a reasonable inventory of spare and wear parts, consumables, and other recurrently required items related to the delivered Goods (collectively, Spare Parts) for the normal technical use duration of the delivered Goods, but at least for 10 years after the last delivery. These items must be offered to Riedel on reasonable terms.

(b) If the Supplier discontinues the Goods delivery during the period specified in Section 11 (a) or ceases to provide Spare Parts after that period, it shall inform Riedel in writing with a reasonable lead time. Riedel shall then have the right to place a final order for the Goods and/or Spare Parts to a reasonable extent, which the Supplier shall fulfill.

## **12. PRICES, INVOICES AND PAYMENT TERMS**

12.1 US Currency and Binding Terms. All prices, fees, discounts, and monetary amounts stated in Riedel's order documents are in US dollars or Canadian dollars and are binding for the Supplier. They encompass all agreed-upon Goods and Services, including necessary ancillary services (e.g. delivery/transport, assembly, installation, insurance, packaging, and customs duties).

12.2 Prices Inclusive of Sales Taxes. Prices, fees include all harmonized sales tax, goods and services tax, or provincial sales tax.

12.3 Expenses Subject to Approvals. Services, costs or expenses of the Supplier not expressly agreed upon in the Contract (e.g. travel times, travel expenses, room and board)

shall not be separately paid or reimbursed by Riedel.

12.4 Reasonable Expenses. If Riedel and the Supplier have agreed in writing to reimburse travel expenses, Riedel shall reimburse actual and reasonable travel expenses in connection with the performance of the Services.

12.5 Supportive Documents. Payment is only due upon presentation of appropriate receipts and supporting documents by the Supplier.

12.6 Must Conform to Riedel's T&L. Notwithstanding Section 12.1. above, all agreed-upon expenses must conform to Riedel's standard travel and expense policy, a copy of which is attached as Appendix C, which may be amended from time to time by Riedel.

12.7 Net Plus Value-Added Tax Payment Only. If Riedel and the Supplier have agreed in individual cases that costs or expenses of the Supplier shall be reimbursed, the reimbursement shall only be the net plus value-added tax (if any), so that any value added tax included in the gross expenses paid by the Supplier shall be subtracted for the purposes of offsetting vis- à-vis Riedel.

12.8 Pre-Approved Price Changes. Any price changes, whether due to increased material, labour, or transportation costs or otherwise by the Supplier shall only be valid if agreed upon in writing with Riedel and announced in writing at least 3 calendar months before the planned entry into force.

## 12.9 Legal Requirements

(a) All invoices of the Supplier must meet the statutory requirements.

(b) Additional requirements (in particular for Services) can be specified in the individual Orders.

12.10 Invoice Requirements. Invoices which do not contain the minimum information specified in Sections 12.1 to 12.9 may be rejected by Riedel, who reserves the right to withhold payment until receipt of a proper invoice.

12.11 Payment Terms. Riedel shall pay the Supplier's invoices net within 30 days after Riedel's receipt of such invoice, except for any amounts disputed by Riedel or unless otherwise agreed between the parties (e.g. in individual contracts or Orders). These payment periods shall begin upon complete delivery and/or service provision and receipt of a proper invoice by Riedel. Insofar service acceptance has been agreed upon or is specified by law, the payment periods shall begin upon acceptance and receipt of a proper invoice by Riedel.

12.12 Disputed Amounts. The parties shall seek to resolve

all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under these GTCs notwithstanding any such dispute.

12.13 Set-Off. Without prejudice to any other right or remedy it may have, Riedel may set off or recoup

(a) any amount it owes to the Supplier against any amount payable by Riedel to Supplier under the applicable Order;

(b) any liability it owes to the Supplier against any liability for which Supplier is liable to Riedel or Riedel Group, whether either liability is matured or unmatured, is liquidated or unliquidated or arises under this Contract.

Any set-off or retention by Riedel against claims of the Supplier shall not result in the loss of rebates, discounts, and similar payment reductions granted by the Supplier.

## 12.14 Withholding Payment

(a) If the delivery or service provision is not in accordance with the Contract, including if it is defective, delayed, or incomplete, Riedel as the right to withhold payments until the delivery or service is provided in accordance with the Contract.

(b) Other legal and contractual rights of Riedel remain unaffected.

## 12.15 Withholding Tax

(a) The Supplier acknowledges that under certain circumstances, Riedel may be obligated to deduct withholding tax, regardless of whether a double tax treaty exists.

(b) If necessary, the Supplier can avoid this by presenting a tax exemption certificate from the relevant tax authorities.

## 13. TRANSFER OF TITLE FOR GOODS/MATERIAL PROVIDED

### 13.1 Transfer of Title & Ownership

(a) Goods to be delivered shall become the property of Riedel upon delivery to Riedel or to the company within the Riedel Group designated as recipient by Riedel.

(b) Riedel and its suppliers shall remain the sole and exclusive owners of all right, title, and interest in and to all tools, images, drawings, calculations, data, know how, methodologies, specifications, software, objects, documents, reports, and other materials provided by or used by Riedel in connection with this Contract ("**Riedel Material**") including all Intellectual Property Rights therein.

### 13.2 Restrictions on Use of Riedel Material

(a) If the parties have agreed to the provision of any Riedel Material by Riedel, the Supplier may only use the Riedel Material provided for the performance of the Contract.

(b) The Riedel Material provided must be stored separately.

(c) The Supplier may process, combine, or mix the provided Riedel Material only on behalf of Riedel.

(d) If third-party property rights remain in force during processing, combination, or mixing with third parties items, Riedel shall acquire co-ownership of the new item based on the ratio of the value of the item provided to the other third-party item and Section 13.1 shall apply for the transfer of interest; provided, however, that notwithstanding anything to the contrary in the Contract, any transfer of interest in any Intellectual Property Rights from Riedel or any legal entity from the Riedel Group is strictly prohibited and will be null and void, without any effect, unless expressly approved in writing by a senior officer of Riedel.

(e) If the mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, the Supplier hereby transfers pro-rata co-ownership to Riedel and Section 13.1 shall apply for the transfer of interest; the Supplier shall store the wholly owned or co-owned items for Riedel (collectively "**Riedel Items**").

**13.3 Grants from the Supplier and Third parties.** The Supplier hereby grants and shall cause any third party to grant Riedel a license to any third-party item to the extent incorporated in, combined with or otherwise necessary for the use of the Riedel Items for any and all purposes.

#### **13.4 License for Tools Granted by Riedel**

(a) If Riedel provides the Supplier with tools, the Supplier shall exclusively use these tools for the manufacture of the Goods ordered by Riedel.

(b) The Supplier is obligated to insure the tools supplied by Riedel at replacement value against damage caused by fire, water, theft or others at its own expense. Simultaneously, the Supplier hereby assigns to Riedel all indemnification claims arising from this insurance, and Riedel hereby accepts the assignment.

(c) The Supplier is obligated to carry out the necessary maintenance and inspection work, as well as all servicing and repair work on the tools provided promptly at its own expense.

**13.5 Security Interests.** Insofar as the security interests to which Riedel is entitled under Section 13.1 exceed the purchase price of all Goods subject to retention of title not yet paid for by more than 10%, Riedel shall, at its discretion and upon the Supplier's request, be obligated to release the security interests.

## **14. ACQUISITION OF RIGHTS**

**14.1 Assignment of Work Results by Supplier to Riedel.** The Supplier hereby irrevocably assigns to Riedel and shall cause its Supplier Personnel to irrevocably assign to Riedel, in each case without additional consideration, all right, title and interest throughout the world in and to the Work Results, including all Intellectual Property Rights therein to all tangible and intangible assets, creations, and other (interim) results, in whatever form, which are or were supplied, made available, made available, or created in connection with the performance of the contract or with the inclusion of information which is not generally known or work of Riedel and other materials that are delivered to Riedel under these GTCPs (collectively referred to as "**Work Results**"). This includes all registered and unregistered intellectual property rights, including, but not limited to, industrial property rights and similar rights, trademarks, patents, utility models, registered designs, names, copyrights and related rights, technical and operational know-how, Internet domains rights, and rights arising from corresponding applications and registrations, as well as rights and claims to such rights. The aforementioned transfer and granting of rights are irrevocable to the extent permitted by law. The aforementioned transfer and granting of rights shall extend beyond the duration of the Contract term.

**14.2 Acceptance of Assignment.** Riedel hereby accepts the above transfer and granting of rights, but is under no obligation to exercise these rights. Insofar as is necessary for the effective acquisition of the aforementioned rights, the Supplier shall repeat the aforementioned transfer and granting of rights at the time the respective Work Results are produced. Riedel shall accept the transfer and granting of rights in each case.

**14.3 Renunciation to Moral Rights.** The Supplier renounces and shall cause the Supplier Personnel to renounce their rights in any moral rights, for the benefit of Riedel and Riedel Group, they may have related to any intellectual property rights assigned to Riedel, and Supplier further agrees and shall cause the Supplier Personnel not be named and designated as the author when the Work Results are used and acknowledges that Riedel is not required to provide access to the Work Results for the Supplier.

**14.4 Riedel's Exclusive Rights.** Riedel is entitled to the exclusive and unrestricted right to protect any intellectual property rights in its name, including any registration thereof.

**14.5 Further Assurance.** The Supplier agrees to take all necessary actions to effectuate the aforementioned transfer and granting of rights and to support Riedel in the

registration, securing, prosecute, and retention of rights to the Work Results.

14.6 Compensation. The production of the corresponding Work Results and their subsequent use, shall be fully compensated by the contractually agreed-upon remuneration, subject to mandatory legal provisions.

## 15. ENGAGEMENT OF SUBCONTRACTORS

15.1 Engagements - The engagements of Subcontractors shall be as follows:

- (a) The Supplier shall fulfill its contractual obligations itself.
- (b) The use of of subcontractors or other third parties (collectively "Subcontractors") by the Supplier is only permitted with Riedel's prior written consent.
- (c) Nothing contained in these GTCPs shall create any contractual relationship between Riedel and any Subcontractor unless expressly requested by Riedel.
- (d) If Riedel has consented to the involvement of a Subcontractor by the Supplier, the Supplier shall
  - (i) impose on the Subcontractor all obligations incumbent upon the Supplier vis-à-vis Riedel to the extent necessary for the proper fulfillment of the Supplier's contractual obligations;
  - (ii) ensure that Subcontractors comply with all applicable legal provisions, in particular labor and social security laws and regulations.

15.2 Supplier to Remain Liable. Riedel's approval shall not relieve Supplier of its obligations under the Contract, and Supplier shall remain fully responsible for the performance of each such Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were Supplier's own employees.

15.3 Subcontractors To Be Legally Bound. The Supplier shall require each Subcontractor to be bound in writing by the confidentiality and intellectual property assignment of these GTCPs.

15.4 Qualification Required. All persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services.

## 16. TERMS AND CONDITIONS OF DELIVERY/SERVICE, PARTIAL DELIVERIES

### 16.1 Terms and Conditions of Delivery / Service

(a) The statutory provisions shall govern Riedel's commercial obligations to inspect and notify of defects (pursuant to Sections 1726 i, 1739 ii and others of the Civil

code of Quebec) with the following proviso: Statutory inspection deadlines shall commence upon the Goods' arrival at Riedel's registered office or the designated recipient company.

(b) Riedel's inspection obligations shall be limited to latent defects known to Riedel or apparent defects, i.e. defects that can be perceived by a prudent and diligent buyer without the need to resort to an expert.

(c) No technical inspection shall be performed for incoming Goods.

(d) Any defect notification by Riedel shall be deemed timely if it is made within ten (10) working days of the receipt of the Goods. Riedel may notify the Supplier of other defects (hidden defects) within two (2) weeks of their discovery.

### 16.2 Partial Deliveries / Non-Conformance

(a) If Riedel determines while examining the Goods for apparent defects that parts of the delivery do not correspond to the legal or contractual requirements or if Riedel determines the Goods are non-conforming or defective, If Riedel rejects any portion of the Goods, Riedel has the right, effective upon written notice to the Supplier, to:

- (i) rescind this Contract in its entirety; or
- (ii) reject the Goods and require replacement of the rejected Goods.

(b) If Riedel requires replacement of the Goods, the Supplier shall, at its expense, promptly replace the non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement goods.

(c) Any inspection or other action by Riedel under this Section shall not reduce or otherwise affect the Supplier's obligations under this Contract, and Riedel shall have the right to conduct further inspections after the Supplier has carried out its remedial actions.

(d) In case of notification of defects or non-conformance, a remark is recorded on the delivery note with the reconfirmation of the delivering driver or forwarding agent. In the event of acceptance subject to reservation, notification shall be given by fax within the period specified in Section 16.1.

## 17. WARRANTY AND DEFECT RIGHTS

17.1 Warranty Period. For a period of TWELVE (12) months from the date of shipment of the Goods (the "Warranty Period"), such Goods are fit and safe for use consistent with and will materially conform to the Specifications and will be



free from significant defects in material and workmanship.

## 17.2 Supplier warrants.

(a) Riedel will receive good and valid title to the Goods and Services, free and clear of all Encumbrances;

(b) that the delivered Goods and performed Services fully comply with contractual agreements and fully comply with the applicable laws, this includes, but is not limited to, the current state-of-the-art in the fields of science and technology, the applicable technical regulations and standards (e.g. DIN, EN, ISO, VDE) as well as the applicable regulations regarding minimum wage, occupational health and safety, accident prevention, material, and customs regulations.

(c) to use Supplier Personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract;

(d) at the time of transfer of risk, the Goods possess the agreed-upon quality, including those described or referred to in Riedel's Order, regardless of their origin (Riedel, Supplier, or third parties, e.g., manufacturers).

(e) all parts, components, materials, services, or other items required for order fulfillment are and shall be procured exclusively from authorized distributors and sources and all the foregoing are new and do not contain used or reconditioned parts, and all Goods and all parts of Goods, including, but not limited to parts that may be identified as replacement units or spare parts, shall not experience data integrity, undetected data loss, or related issues;

(f) to the extent the Goods include software code, the Goods contain no harmful code;

(g) it has disclosed to Riedel in writing the existence of any third-party code, including open source code, that is included in or is provided in connection with the Goods and the Goods are in compliance with all licensing agreements applicable to such third-party code.

(h) it shall maintain adequate quality management (e.g. in accordance with ISO). Upon Riedel's request, the Supplier shall provide the corresponding documentation (e.g. certificates) at its own expense;

(i) the contractually compliant use and application of Work Results, as well as the delivered Goods and Services-ods performed by Supplier (e.g. import/export, storage, sale) do not infringe or misappropriate any rights of third-parties, including patent rights, copyrights, or other intellectual

property rights.

(j) The Goods are free of defects in design (except for written designs provided by Riedel, unless the defects in Riedel's designs are based on the Supplier's specifications) and will comply with all applicable laws.

17.3 Supplier's Indemnisation for IP Infringements. The Supplier shall indemnify Riedel, Riedel Group and their respective customers against all claims arising from possible infringements of rights of third-parties, shall be responsible for the defense against such claims at its own expense, and shall bear all costs incurred by Riedel in this context, in particular costs of legal defense and for the adequate license acquisition. If the Supplier does not defend or defends inadequately against such claims, Riedel reserves the right to implement all measures at the expense of the Supplier if the Supplier has not implemented them after expiry of a reasonable period.

## 17.4 Defects and Deficiencies of Title

(a) The rights of Riedel in the event of material defects and deficiencies of title of the Goods or Servicesods and in the event of other breaches of duty by the Supplier shall be governed by applicable laws.

(b) In case of defects in Goods or Servicesods, the Supplier shall provide subsequent rectification in accordance with the applicable laws. Such rectification shall be provided without delay and free of charge and shall include, at Riedel's discretion, correcting the identified defect or supplying an item free of any defects.

(c) The Supplier shall be entitled to a maximum of two (2) opportunities for remedial action.

(d) In circumstances where the Supplier is due to perform remedial action, Riedel shall make the defective Goods available to the Supplier at at their current location.

(e) The Supplier's subsequent performance shall include any collection, removal, and transport of the defective Goods. Moreover, it also includes the delivery and, where necessary, the installation of an error-free Goods as part of the remedial action. All such activities are to be conducted at the Supplier's own expense and risk.

(f) In the event that, following notification of defects by Riedel, the Supplier is unable or unwilling to undertake remedial action rapidly enough to prevent excessive damages—even if Riedel were to specify a brief timeline for rectification—Riedel reserves the right to fix the defect itself or engage a third party to do so. In such an event, Riedel has the right to demand reimbursement for the necessary costs and expenses incurred.

(g) The same shall apply if after an appropriate deadline set by Riedel has passed without success, the Supplier has failed to rectify the defect.

(h) This provision is equally applicable if, after an appropriate deadline set by Riedel has passed without success, the Supplier has failed to rectify the defect.

(i) Upon the unsuccessful expiration of an appropriate deadline set by Riedel for remedial performance, Riedel shall be entitled to exercise its statutory rights of withdrawal, reduction, and compensation for damages.

(j) These GTCPs are intended to supplement the legal rights of Riedel accordingly.

17.5 Riedel's Unrestricted Rights. Regardless of whether Riedel was unaware of any defects at the time of entering into the Contract due to gross negligence, Riedel shall retain all rights and remedies without restriction with respect to such defects.

17.6 No Waiver and No Acceptance. The unconditional receipt of deliveries of Goods or Services, their temporary use, or the payment of prices, compensations, or other financial sums, do not affect any rights of Riedel (there is no waiver or forfeiture of rights). If applicable, this does not constitute acceptance.

17.7 Limitation Period For Deficiency Claims. The limitation period for deficiency claims of Riedel is three (3) years from the date of Riedel's discovery of the deficiency of the Goods or Services with the foregoing warranties unless a longer limitation period applies under the applicable laws. The limitation period for Riedel's claims in tort resulting from a defect in the delivered Goods and Services shall be governed by the applicable laws.

17.8 Warranties Survival. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods or Services by Riedel.

17.9 Warranty Are Cumulative. These warranties are cumulative and in addition to any other condition or warranty provided by law or in equity.

## **18. SPECIFIC PROVISIONS FOR WORK PERFORMANCE**

18.1 Acceptance Formal Process. The acceptance of work performance shall in any case be formal.

18.2 Exclusion of Partial and Implied Acceptance. Partial acceptances and implied acceptance are excluded. This shall also apply if Riedel uses the work performed without having previously declared its acceptance.

18.3 Notification For Acceptance. The Supplier shall notify Riedel at least ten (10) working days before the work performance is ready for acceptance unless the nature, scope or complexity of the work performance requires a longer notification period.

18.4 Testing. Riedel shall have the right to test the functionality of the Good and Services released for acceptance by the Supplier free of charge within 20 working days after receipt of the relevant declaration of the Supplier, unless the nature, scope, or complexity of work performance requires a longer notification period.

18.5 Cost Bearing. The Supplier shall bear any costs associated with the acceptance.

18.6 Subsequent Performance. The Supplier shall remedy defects in the work performance through subsequent performance, either by reworking or by providing a replacement at Riedel's discretion.

18.7 Withdrawal or Reduction Rights. If the reworking of the same defect fails several times (at least three times) and if Riedel cannot reasonably be expected to wait any longer, Riedel may withdraw from the Contract or reduce the agreed compensation after expiry of a reasonable grace period and threat of refusal.

18.8 Damages. In addition, Riedel may claim damages or compensation within the scope of the applicable laws.

18.9 Three-Year Limitation Period. Claims of Riedel due to defects in work that consists of manufacture, maintenance, or modification of an item, or in delivering planning or monitoring services for such tasks, will be subject to a three-year limitation period following acceptance. This is an exception to the standard statutory limitation period. Nonetheless, the standard statutory limitation periods shall be applicable to claims by Riedel concerning defects in any other works.

## **19. SPECIFIC PROVISIONS FOR RENTAL OF MOVABLE ITEMS**

19.1 Not To Be Construed As Partial Payment. Riedel is under no obligation to provide any form of deposit or other security or collateral. Any amount paid during a promise of sale shall not be construed as partial payment towards the purchase price unless expressly stipulated otherwise within the Contract.

19.2 Permitted Sublicense. Riedel has the right to sublease or sublicense the rented item, in whole or in part, and to permit third parties to use it. Riedel may also permit the third party at any tier to further sublease or sublicense the use of the item.

## 20. SPECIFIC PROVISIONS FOR SERVICES

Supplier will perform certain services and create and provide certain deliverables, as more particularly described in the applicable Order and/or Statement of Works ( "SoW " ), as the case may be, which will be entered into from time to time and, upon execution by the Parties, will be incorporated and made part of this Agreement, containing the information set forth in Appendix B (the "**Services**").

## 21. SPECIFIC PROVISIONS FOR SOFTWARE AND IT SERVICES

21.1 Supply of Documentation and Source Code. The Supplier shall always provide Riedel with suitable software documentation and, in the case of custom software, grant Riedel access and the related rights to the relevant source code. Should a trial or testing period be mutually agreed upon, the Supplier shall provide necessary guidance to Riedel at the Supplier's own cost.

21.2 Grant of Rights on a Permanent Basis. In the case of the procurement of standard software on a permanent basis, the Supplier shall grant Riedel a non-exclusive, irrevocable, worldwide, sublicensable at any tier, royalty-free, fully paid-up, transferable right to use the software and its associated documentation, unrestricted in terms of time, location, and content, at the time the software is provided. This right of use also includes the right to reproduce, distribute, perform, and publicly display the software, as well as the right to prepare derivative works based on the software.

### 21.3 Grant of Rights on a Temporary Basis.

(a) In the case of the procurement of standard software for a limited period of time, the Supplier shall grant Riedel a non-exclusive, worldwide, sublicensable at any tier, royalty-free, fully paid-up, transferable right to use the software and its associated documentation, unrestricted in terms of location, content and limited to the term of the contract, at the time the software is provided.

(b) The Supplier shall continuously develop the standard software provided to Riedel for a limited period of time and make and supply Riedel with upgrades and new versions regularly, but no less than once per year, at no additional cost to Riedel.

21.4 Comprehensive Use Granted. Riedel shall be entitled to comprehensive use of standard software provided by the Supplier for contractual use, both on a permanent and on a temporary basis. The authorized use includes the running and storage of the software (including installation) on and its loading in IT systems, as well as the processing of in-house data sets using the software. The authorized use also includes the right to make copies for backup and archiving

purposes and for processing and development of programs by third parties for Riedel that run concurrently with such software. This specifically includes enabling interoperability with adjacent systems and programs.

21.5 Grant of Rights for Custom Software. In the case of the procurement of custom software and IT consulting services, the provisions on the transfer and granting of rights to Work Results pursuant to Section 14 shall apply. These rights extend to the software, its source code and the related documentation.

### 21.6 Rights Granted to the Legal Entities of the Riedel Group

(a) Riedel is entitled to distribute software or individual programs supplied by the Supplier to the global entities of the Riedel Group for their utilization, provided that Riedel is itself authorized to use this software.

(b) The granting of non-exclusive rights of use always includes the right of companies of the Riedel Group or third parties to exercise these usage rights exclusively for the benefit of Riedel and the entities of the Riedel Group. This also applies to the right of Riedel to transfer these usage rights to entities within the Riedel Group and to third parties.

(c) Riedel also reserves the right to allow a third party, in a different location and on systems not owned by Riedel or an entity of the Riedel Group, to exercise these usage rights to the software, including its documentation, for the benefit of Riedel or the entities of the Riedel Group - for instance, in a third-party data center.

21.7 Third-party License Terms. If any special license terms of third parties are to apply when Riedel uses the software provided by the Supplier, the Supplier must provide these license terms to Riedel in full in printed or printable form prior to conclusion of Contract. If no such provision is made, only the rights of use granted in these GTCPs shall apply without any obligation and liability to the Supplier and the third-party software owner or right holder.

21.8 Service Level Agreement. Should there be a mutual agreement pertaining to the provision of maintenance services linked to standard software or custom software supplied by the Supplier on an ongoing basis, the Supplier shall maintain the software in alignment with current industry standards, ensure it is free from functional impairments and shall remedy any errors in compliance with the terms specified within a mutually agreed Service Level Agreement (SLA). Notwithstanding the foregoing, the legal rights of Riedel concerning material defects and title deficiencies remain unaltered.

## 22. SUPPLIER'S LIABILITY

Even if the Supplier is not at fault, Supplier assumes responsibility for any loss or damage to materials, tools, and other objects that Riedel has supplied and for which Riedel retains ownership.

## 23. LIMITATION OF LIABILITY

23.1 TO THE FULLEST EXTENT PERMITTED UNDER BOTH QUEBEC AND CANADIAN LAW, NEITHER RIEDEL, RIEDEL GROUP, NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES (HEREIN COLLECTIVELY REFERRED TO AS "RIEDEL" FOR THE PURPOSE OF THIS SECTION) SHALL UNDER ANY CIRCUMSTANCE BE HELD LIABLE UNDER THIS CONTRACT TO THE SUPPLIER, ITS REPRESENTATIVES, OR ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES OR WHETHER OR NOT THE SUPPLIER WAS ADVISED OF THE POTENTIALITY OF SUCH DAMAGES.

23.2 AS LIMITED BY QUEBEC AND CANADIAN LAW, IN NO EVENT SHALL RIEDEL'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER CAUSED BY BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF THREE TIMES THE TOTAL AMOUNT PAID OR PAYABLE TO THE SUPPLIER PURSUANT TO THIS CONTRACT IN THE TWELVE (12) MONTH PERIOD (OR LESS IF NOT YET ACCRUED) PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED THOUSAND DOLLARS (\$100,000).

23.3 THE RESTRICTIONS AND EXCLUSIONS DELINEATED IN THIS SECTION 23 SHALL NOT BE APPLIED TO DAMAGES OR LIABILITIES ARISING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY THAT IS DIRECTLY AND SOLELY CAUSED BY RIEDEL'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR BY WILFUL MISCONDUCT ON THE PART OF RIEDEL.

23.4 THIS SECTION 23 DESCRIBES RIEDEL'S SOLE LIABILITY AND COMPLETE OBLIGATION, AND ALSO

OUTLINES THE SUPPLIER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS THAT MAY BE BROUGHT AGAINST RIEDEL.

## 24. INSURANCE POLICIES

24.1 Insurance Coverage Required. For the duration of the contractual relationship with Riedel, (including any warranty and limitation periods), and for a period of one year thereafter the Supplier is obligated, at its own expense, to maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) policies at conditions customary in the industry and with sufficient coverage amounts with financially sound and reputable insurer.

24.2 Certificate of Insurance. Upon Riedel's request, the Supplier shall provide Riedel with a certificate of insurance from the Supplier's insurer evidencing the insurance coverage specified in this Section. The certificate of insurance shall name Riedel as an additional insured. The Supplier shall provide Riedel with thirty (30) days' advance written notice in the event of a cancellation or material change in the Supplier's insurance policy. Except where prohibited by law, the Supplier shall require its insurer to waive all rights of subrogation against Riedel's insurers and Riedel.

24.3 Other Rights. The Supplier's insurance obligations under Section 24 shall apply without prejudice to all of Riedel's legal and contractual rights.

## 25. SUPPLIER SET-OFF, RETENTION AND ASSIGNMENT RIGHTS

25.1 Only Established Claims. The Supplier can only offset undisputed or legally established claims against claims of Riedel.

25.2 Retention for Same Contract. The Supplier can only exercise a right of retention if its counterclaim is based on the same contract as Riedel's asserted claim.

25.3 Assignment Subject to Consent. The Supplier can only assign claims against Riedel, as well as contractual obligations and rights, with the prior written consent of Riedel.

## 26. CONFIDENTIALITY

26.1 The Supplier must maintain confidentiality indefinitely regarding all information in any form, e.g. technical, financial, economic, legal, or fiscal information, personal data, trade and business secrets, know-how, procedures, developments, measured values, drawings, and plans of Riedel or of companies of the Riedel Group or of third parties ("Confidential Information"), that is or has become known to

the Supplier during and in connection with the performance of the Contract whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services or supply of Goods. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the Supplier at the time of disclosure; or (iii) rightfully obtained by the Supplier on a non-confidential basis from a third party.

26.2 The Supplier must not record, transmit, or otherwise exploit such information, unless necessary to achieve the respective purpose of the Contract. The Supplier shall use the Confidential Information only for the purpose of providing Services under this Contract. Confidential Information also includes the fact of concluding a Contract with Riedel and the content of the Contract.

26.3 This Confidential Information was not previously known or readily accessible, either in its entirety or in detail. Therefore, it is of economic value and there is a legitimate interest in keeping it confidential. The Confidential Information is protected by appropriate confidentiality measures on the part of the respective owner and recipient.

26.4 There shall be no transfer or granting of rights to Confidential Information to the Supplier.

26.5 Riedel makes no representation that the Confidential Information is complete, accurate, or usable.

26.6 The Supplier shall take appropriate measures to ensure that persons and companies working for it who have access to Confidential Information are legally bound by obligations at least as stringent as those in this Contract.

26.7 If the Supplier is obligated to disclose Confidential Information due to a legal obligation or an official or court order, the Supplier shall promptly inform Riedel of this in writing and, upon request, support Riedel in protecting the Confidential Information or having it protected to the greatest possible extent.

26.8 The Supplier shall not acquire title or any other rights to use the Confidential Information of Riedel, except the limited right to use the Confidential Information of Riedel for purposes of the performance of the Contract. The Supplier shall not commercially exploit or imitate the Confidential Information of Riedel in any way other than for its intended purpose (in particular by way of so-called "reverse engineering") and shall not permit third parties to do so. Without limiting the foregoing, the Supplier shall not apply for industrial property rights—in particular trademarks, designs, patents, or utility models—to the Confidential Information.

26.9 The Supplier must return all Confidential Information and its reproductions as well as any created materials

containing Confidential Information or allow conclusions to be drawn about it without delay upon request by Riedel or after the end of the Contract or destroy it in the most secure way possible according to state of the art and to confirm the aforementioned actions in writing to Riedel.

26.10 Riedel shall be entitled to injunctive relief for any violation of this Section 26.

## **27. GENERAL INDEMNIFICATION**

27.1 Supplier Must Defend, Indemnify, Hold Harmless. The Supplier shall defend, indemnify and hold harmless Riedel and its Riedel Group, including their subsidiaries, affiliates, successors, or assigns, their respective Representatives, and Riedel's customers (collectively referred to as "Indemnitees") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including but not limited to reasonable attorney fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively referred to as "Losses") arising out of or resulting from the Services provided and/or the supply of Goods, the Supplier's negligence, wilful misconduct, or violation of this Contract. The Supplier must not enter into any settlement without the prior written consent of Riedel.

27.2 Compliance With Privacy Laws. During the execution of the Contract, the Supplier shall adhere strictly to all applicable data protection laws, and ensure that all Supplier Personnel comply with such laws. Without limiting the foregoing, the Supplier is mandated to implement adequate technical and organizational measures to ensure a level of protection of personal data commensurate to the risk involved.

27.3 Personal Data Requirements. In the event that the Supplier encounters personal data of Riedel (which includes data of employees or contractual partners) during the provision of the Services, the Supplier shall promptly execute a Data Processing Agreement or any other required arrangement with Riedel, in compliance with the applicable data protection law.

27.4 Right to Terminate. Riedel retains the unequivocal right to terminate this Contract, in its entirety or partially, without any liability or obligation to the Supplier in the event of the Supplier's breach of its obligations under this Section 27. This includes failure to remedy such breach within a reasonable time period specified by Riedel, or any violation of the Supplier's data protection obligations. The Supplier acknowledges and agrees that under Quebec and Canadian laws, any breach of data protection obligations may also

subject the Supplier to penalties, damages or other sanctions.

27.5 Change In Law. In the event of changes in Quebec or Canadian laws that affect the obligations or rights under this Section 26, the parties agree to negotiate in good faith appropriate amendments to this Contract to ensure the continued protection of Riedel's interests under the law. If the parties are unable to agree on such amendments within a reasonable time, Riedel may terminate this Contract without liability or obligation to the Supplier.

## **28. INTELLECTUAL PROPERTY INDEMNIFICATION**

28.1 IP Claim. Supplier Must Defend, Indemnify, Hold Harmless - The Supplier shall, at its own expense, rigorously defend, indemnify, and hold Riedel, along with any Indemnitee, harmless against any and all Losses or damages whatsoever, whether foreseeable or not, arising out of or related to any claim that any of the Services or Goods or Riedel's or any Indemnitee's receipt, use, or handling thereof infringes, violates or misappropriates any Intellectual Property Rights of any third party. The Supplier guarantees that all Services and Goods provided under this agreement are free of any such infringements or misappropriations.

28.2 Prompt Notification. The Supplier shall promptly notify Riedel and any Indemnitee of any and all such claims that it becomes aware of and shall cooperate fully with Riedel and any Indemnitee in the defense of such claims at its own expense. Supplier shall not admit liability in any such matter or enter into any settlement or compromise of any such claim without the express prior written consent of Riedel. Consent will not be unreasonably withheld, but any failure to respond shall not be deemed to be consent.

28.3 Actions In The Event of a Claim. Furthermore, in the event of a claim or if, in the opinion of the Supplier, a possibility of such a claim, the Supplier will, at its own expense and at the sole discretion of Riedel, either: (a) secure for Riedel and any Indemnitee the right to continue using the Services or Goods; (b) replace or modify the Services or Goods so that they are non-infringing; or (c) accept the return of the Services or Goods and refund the amounts paid by Riedel or any Indemnitee for such Services or Goods.

## **29. INDEMNIFICATION FOR DEFECT**

29.1 Defect - Supplier Must Defend, Indemnify, Hold Harmless. If the Supplier is responsible for Goods defect, the Supplier shall indemnify, defend, and hold Riedel harmless against any and all third-party claims, demands, suits,

liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorney's fees, court costs, and recall campaign costs) related to or arising out of any asserted or actual product liability claims against Riedel and/or the Supplier. This indemnification obligation shall be comprehensive, encompassing not only product liability claims but also of applicable laws, regulations, or other legal obligations related to the Goods and should include any costs and expenses incurred by Riedel due to the Goods defect, such as those related to recall campaigns or legal defense.

29.2 Insurance Coverage. The Supplier is obliged to maintain a comprehensive insurance coverage that is appropriate to cover any such claims, and proof of this coverage must be readily available to Riedel upon request.

29.3 Prompt Notification. Upon the assertion of a claim against Riedel, Riedel shall promptly notify the Supplier. The Supplier must immediately join the dispute and assume full responsibility for the defense, with legal representation approved by Riedel, without any prejudice to Riedel's right to participate with its own counsel at the Supplier's expense. The Supplier shall not admit liability, nor enter into any settlement or compromise any such claim without the express prior written consent of Riedel. Such consent will not be unreasonably withheld but a failure to respond shall not be construed as consent.

## **30. COMPANY PREMISES AND SAFETY GUIDELINES**

30.1 Compliance. On the premises of Riedel and other companies of the Riedel Group, the Supplier shall comply with the applicable house rules, the relevant safety regulations, and the pertinent instructions from Riedel personnel.

30.2 Accommodation. The Supplier is obligated and shall ensure its appointed Supplier Personnel comply with all internal safety guidelines of Riedel brought to its attention if these are applicable to the provision of services. If the Supplier is for any reason unable to comply with Riedel's safety guidelines, the Supplier shall submit a request for an exemption to its designated contact person at Riedel. The granting of such an exemption is at the discretion of Riedel and can only be carried out by the Supplier's contact appointed by Riedel for this purpose. If the Supplier becomes aware of safety guidelines after conclusion of the Contract and if the Supplier is not in a position to comply with the safety guidelines or is only in a position to do so at considerable additional expense, it must inform Riedel of this in writing without delay. In this case, Riedel and the Supplier shall make every effort to find an appropriate solution and, if

necessary, amend the contractual agreements.

### **31. APPLICABLE LAW AND JURISDICTION**

31.1 Choice of Law. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Quebec or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the Province of Quebec. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Contract.

31.2 Jurisdiction. Any legal suit, action, litigation, or proceeding arising out of or relating to this Contract shall be instituted in the courts of the Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In addition, Riedel is entitled, at its own discretion, to bring an action against the Supplier at the location of its registered office.

31.3 Changes. Riedel reserves the right to change these GTCPs at any time. The amended GTCPs will be communicated to the Supplier with reasonable notice before their entry into force and shall apply to all future contracts between Riedel and the Supplier.

### **32. TERMINATION & EFFECTS OF TERMINATION**

#### **32.1 Termination**

In addition to any and all remedies that may be available to Riedel under this Contract, under applicable law or in equity, Riedel reserves the right to terminate this Contract with immediate effect upon written notice to the Supplier, without any liability or obligation to the Supplier, in the following circumstances:

(a) If the Supplier fails to perform, comply with, or materially breaches any of the terms, conditions, covenants, or obligations of this Contract, in whole or in part, or if Riedel reasonably believes that the Supplier is about to commit a breach of any of its obligations under this Contract;

(b) If the Supplier becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, arrangement, or assignment for the benefit of creditors, or if the Supplier admits in writing its inability to pay its debts generally as they become due;

(c) If there is a change in control of the Supplier that Riedel, in its sole discretion, determines may negatively impact the Supplier's ability to perform under this Contract.

(d) If the Supplier's actions or omissions may potentially harm Riedel's reputation, business, or customer relations.

#### **32.2 Effects of Termination**

In the event of such termination, the Supplier shall be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages suffered by Riedel due to the Supplier's breach, including but not limited to loss of business, loss of profits, legal fees, and costs for sourcing alternative suppliers.

### **33. MISCELLANEOUS**

#### **33.1 Time is of the Essence**

The Supplier acknowledges that time is of the essence with respect to Service Supplier's obligations hereunder and that prompt and timely performance of all such obligations is strictly required.

#### **33.2 Waiver**

No waiver by Riedel of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Riedel. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **33.3 Force Majeure**

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, including, without limitation, acts of God, flood, fire, earthquake, epidemics, pandemics, war, embargo, invasion or hostilities, terrorist acts, riot, national emergency, revolution, insurrection, or strike (each a "Force Majeure Event"). Supplier's economic hardship or changes in market conditions are not considered

Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Contract.

### **33.4 No Third-party Beneficiaries**

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these GTCPs.

### **33.5 Cumulative Remedies**

The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

### **33.6 Notices**

Any notice or other communication to be given hereunder by any party to the other party shall be in writing and delivered by personal delivery, fax, or by certified or registered mail, postage prepaid, return requested. Notice shall be deemed communicated on receipt in case of personal delivery, upon reception in the case of fax and five (5) days after mailing in the case of mailed notice. All such notices or other communications shall be addressed set forth in the Proposal or the applicable Order, but either party may change its address by notice or other communication given in accordance with the provisions of this paragraph.

### **33.7 Severability**

(a) Should a provision of these GTCPs prove to be or becomes void, invalid, or unenforceable in full or in part, the validity or enforceability of the remaining provisions of these GTCPs shall not be affected.

(b) Riedel and the Supplier shall be obligated to replace the invalid provision by a provision which, as far as legally possible, most closely reflect the parties' intentions according to the aim and purpose of these GTCPs if they had been aware of the invalidity of the provision.

(c) No oral side agreements have been made.

### **33.8 Survival**

Provisions of these GTCPs, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Contract including, but not limited to, the following provisions: Section 1 (Definitions), Section 7.6 (Responsibilities for Compensation), Section 8.3 (c) (Risks of Losses), Section 8.5 Penalty for Delays),

Section 14 (Acquisition of Rights), Section 15 (Engagement of Subcontractors), Section 17 (Warranties), Section 22 (Supplier's Liability), Section 23 (Limitation of Liability), Section 24 (Insurance), Section 25 (Set Off), Section 26 (Confidentiality), Section 27 (General Indemnification), Section 28 (IP Indemnification), Section 29 (Indemnification for Defect), Section 31 (Applicable Law and Jurisdiction), Section 32 (Termination and Effect of Termination), Section 33 (Miscellaneous),.

### **33.9 Entire Agreement**

This Contract, including and together with any related exhibits, schedules, attachments, and appendices, together with the individual transactions, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

### **33.10 Interpretation**

(a) For purposes of this Contract, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (c) words denoting any gender include all genders.

(b) The parties drafted this Contract without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(c) The headings and the underlined text at the beginning of paragraphs in this Contract are for reference only and do not affect the interpretation of this Contract.

### **33.11 Assignment**

(a) The Supplier may not assign any of its rights or delegate any of its obligations under this Contract without Riedel's prior written consent. Riedel may assign any of its rights or delegate any of its obligations to any person without the consent of the Supplier.

(b) Any purported assignment or delegation in violation of this Section 33.11 is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Contract.

### **33.12 Successors and Assigns**

This Contract is binding on and enures to the benefit of the parties to this Contract and their respective successors and permitted assigns.



### 33.13 Counterparts

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

### 33.14 Relationship of parties

Nothing in this Contract creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. The Supplier is an independent contractor under this Contract. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

### 33.15 No Public Announcements

Neither party shall publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Contract or the subject matter hereof, without the prior written approval of the other party.

### 33.16 Language

(a) The French version of these GTCPs shall take precedence over the English version. The French version is the only binding translation, unless otherwise agreed by the parties.

(b) The parties have required that this Contract and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soient rédigés en anglais.

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## Appendix A

Specifications of the Goods

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## Appendix B

### Statement of Work - Highlights

This Statement of Work Order No. [number] ("SOW") is entered into as of [date] by and between [name of company] ("Riedel") and [name of service provider, supplier, etc.] ("Supplier") and is deemed to be incorporated into that certain [name and date of the underlying agreement, i.e., General terms and Conditions of Procurement dated [date]] by and between Riedel and the Supplier ("Agreement"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement.

1. Name and Description of Project:
2. Description of Services and/or Deliverables:
3. Project Schedule/Milestones:
4. Place of Performance of SOW:
5. Term/Period of Performance:
6. Acceptance Procedures/Criteria:

7. Key Personnel Assigned for Each Party

Supplier: Riedel:

8. Other Requirements:

9. Fees; Payment Schedule:

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the day and year indicated below.

Riedel

By: \_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]

Supplier

By: \_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]

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## Appendix C

Riedel's Standard Travel and Expense Policy