

### 1. DEFINITIONS AND PARTIES

- a) **“Customer”**: any customer of Polymos, having its head office as set out in the Purchase Order.
- b) **“Governing Documents”**: the Purchase Order, Order Confirmation, Polymos Invoice, these Sales Terms, Polymos privacy or other policies or Terms of Use and any amendments or renewals thereto.
- c) **“Intellectual Property”**: means Polymos’ intellectual property, whether registered or not, domestic and foreign patents (filed, pending, registered, etc.), trademarks (applications, registrations and at common law), copyrights (registered and unregistered), trade secrets, technologies, know-how, and any other technical information.
- d) **“Order Confirmation”**: means the Sales Order Confirmation form prepared by Polymos, confirming its acceptance of the Purchase Order and, if applicable, any additional applicable specific terms, such as timing of deliverables, shipping terms and insurance terms. Such Order Confirmation shall form an integral part of these Sales Terms. This Order Confirmation is governed by Polymos’ Sales Terms, which are incorporated herein by reference. By approving this Order Confirmation or proceeding with your order, you consent to such Sales Terms.
- e) **“Polymos”**: Polymos Inc., having its place of business at 150, 5th Boulevard, Terrasse-Vaudreuil, Quebec, Canada J7V 5M3.
- f) **“Polymos Invoice”** means Polymos’ invoice to a Customer relating to the Purchase Order and Order Confirmation.
- g) **“Products”**: the products sold, as more fully described in the Order Confirmation.
- h) **“Purchase Order”**: any purchase order submitted by a Customer to Polymos. Such Purchase Order shall form an integral part of these Sales Terms.
- i) **“Sales Terms”**: the sales terms and conditions set out herein.

### 2. OBLIGATION OF PARTIES

The obligation of Polymos, which the Customer recognizes and expressly accepts, is principally the development and sale of Products conforming to those set out in the Order Confirmation and the respect of the provisions set out herein and any other obligation mutually agreed to between the parties in writing. In case of discrepancy between a Purchase Order and Order Confirmation, the Order Confirmation prevails to the extent of the inconsistency.

The obligation of Customer, which Polymos recognizes and expressly accepts, is principally full and timely payment of the price of the Products, the timely production of necessary documents, the collaboration of Customer’s staff as requested by Polymos to properly carry out its obligations, the respect of the confidentiality and intellectual property provisions set out herein and any other obligation mutually agreed to between the parties in writing.

### 3. PAYMENT TERMS

Payment terms shall be as set out in the Polymos Invoice or as otherwise mutually agreed to between the parties in writing. If no such terms are set out therein, payment terms shall be net thirty (30) days from date of the Polymos Invoice and payment shall be made by check to “Polymos Inc.” mailed to Polymos’ place of business or by wire transfer to “Polymos Inc.”

In the event of late payment, interest will be charged to Customer, unless otherwise set out in the Polymos Invoice. Late payment may result in the suspension of orders and deliveries in progress or the obligation by Customer to return delivered Products at its own expense, which shall be in addition to any other rights and remedies afforded to Polymos by law, contract or equity.

Please note that all customized products are final sale and cannot be reimbursed or returned.

### 4. POSSESSION, RISK OF LOSS AND OWNERSHIP OF PRODUCTS

Possession of the Products shall pass to Customer upon Polymos’ delivery of such Product to the shipping or other transport company. At such time, the Customer shall bear all risks of loss or damage to the Products. The place of delivery shall be to the Customer’s head office address set out in the Order Confirmation, or as otherwise agreed to between the parties in writing.

Irrespective of transfer of possession of the Product and notwithstanding any other section of these Sales Terms, title to the Products shall pass to Customer upon receipt by Polymos of payment of all amounts owed, including interest on late payments if applicable. In case of late payments, Polymos may, at any time, require the return of the Products from the Customer, at the latter's sole expense.

### 5. DELIVERY AND SHIPPING

Unless otherwise set out in the Order Confirmation, shipping terms are Ex Works (Incoterm-EXW) at the address set out in the Order Confirmation, or as otherwise agreed to between the parties in writing. Customer will be responsible to organize and pay for shipping logistics costs, expenses, including insurance fees. Customer will assume responsibility as of the moment that the Products are picked up by the transport company from Polymos' head office. Customer shall also be responsible for meeting customs regulations and any other transit and delivery risks, costs and expenses. Customer shall take out and maintain sufficient insurance coverage to insure against any risk of loss or damage to the Products during such transit and delivery.

The delivery times indicated by Polymos are as set out in the Order Confirmation or as otherwise agreed to between the parties in writing. No compensation can be granted to the Customer in case of non-compliance with these deadlines due to a shortage or lack of supply of raw materials or parts needed for the manufacturing of the Products or force majeure. In such case, Polymos undertakes to deliver the Products as soon as reasonably possible.

### 6. INSPECTION AND ACCEPTANCE

Once the Products are delivered to the Customer, it shall inspect such to ensure conformity with the Order Confirmation. If such inspection is satisfactory to the Customer, it shall inform Polymos in writing. If Customer does not inform Polymos of its approval, comments or refusal within 30 days of delivery, it shall be deemed to have accepted the Products as delivered.

If, upon inspection, the Customer determines that the Products fail to conform to the terms of the Order Confirmation, Customer shall inform Polymos of such in writing, immediately and no later than 30 days after delivery. The results of the inspection shall be done in writing and provide

a detailed explanation of all non-conformities. A refusal to provide such explanation by the required deadline shall be deemed a satisfactory inspection by Customer and treated as such.

In case of Customers' detailed written claim of Products being non-conforming, Polymos shall have the right to inspect such Products at the Customer's place of business or request that they be returned to its own place of business for inspection. Polymos shall then, at its sole discretion, decide whether to replace or repair the Products or offer the Customer a credit on its next order, if it determines the Products are non-conforming. Such replacement or repair shall be at no extra charge to Customer, unless Customer requests additions or other modifications to the work set out in the Purchase Order, in which case the section in these Sales Terms relating to changes to orders and additional charges shall apply.

Notwithstanding any other section in these Sales Terms, all custom orders are considered final sales without a right of return, credit or refund to Customer.

### 7. CHANGES TO ORDER

If accepted by Polymos, the Customer may, prior to the delivery of the Products, make reasonable changes to the Purchase Order in writing. Polymos shall, in its sole discretion, decide whether or not to accept such changes. In case of approval and if any such change causes an increase or decrease in Polymos' costs or delivery date, the Customer shall be responsible for such additional costs, including to shipping costs.

In no event shall Polymos be liable to Customer for any costs, expenses or damages resulting from any increase in costs or delay caused by such Customer modifications. No Purchase Orders may be modified after completion of approved Purchase Order.

### 8. TERMINATION

These Sales Terms shall automatically come into effect on the date of the Purchase Order and terminate as set out in this section. Notwithstanding termination, certain sections shall survive the termination hereof, namely sections 3, 4, 13 to 17, 21 and 22 and any other subsection which by its very nature survives the termination of the agreement.

Customer may terminate this Agreement or its Purchaser Order, at any time and for any reason. In such case, it shall be responsible to pay all amounts due, as if the Products had been delivered in full.

Polymos may terminate this Agreement or the Purchase Order, without responsibility for any loss, damage or cost incurred by Customer, if Customer is in breach of the Governing Documents, becomes insolvent or if a petition in bankruptcy or insolvency is filed by or against Customer. In such case, Customer shall be responsible to pay all amounts due, as if the Products had been delivered in full.

Polymos may terminate this Agreement or the Purchase Order at any time and for any reason, without further responsibility or liability for either party. In such case, Customer shall be responsible to pay all amounts due up to the date of termination and Polymos shall be responsible to deliver the Products already completed to Customer's shipping company, as per the terms of this Agreement.

The parties may terminate this Agreement or the Purchase Order by mutual written consent, without further responsibility or liability for either party. In such case, Customer shall be responsible to pay all amounts due up to the date of termination.

### 9. DELAYS; FORCE MAJEURE

Polymos shall not, however, be liable for any delay or failure to deliver due to any cause beyond its control and/or not due to its fault or negligence, including but not limited to a case of force majeure (including but not limited to strikes, lock-outs and other labour disturbances; stoppages or delays affecting any means of transportation; shortage in raw materials or parts required from suppliers; legislation or interference of any government or other constituted authority; war or the anticipated imminence thereof between any nations; civil strike, revolution, terrorist act or Act of God), provided it gives notice of such cause to Customer and it exercises due diligence to deliver Products to shipping company as soon as reasonably possible.

### 10. PACKING

Packing of Products and related charges are the responsibility of Polymos.

### 11. PRODUCTS DELIVERED IN ERROR

Customer reserves the right to return to Polymos, at the latter's expense, any Products delivered in error or in excess of quantity shown on the Order Confirmation. Polymos shall be responsible for the return shipping costs.

### 12. VISITING POLYMOS' PREMISES

The parties may agree in writing that, if legally required, the Customer's authorized representatives may visit the premises of Polymos, to inspect the progress of the preparation of the Products and the quality of the Products covered by the Purchase Order as required by applicable rules or regulations and upon Customer's signature of Polymos' non-disclosure agreement.

In such case, Customer shall be responsible for and indemnify Polymos for any damage caused by its representatives to the Products or the premises during such inspection.

### 13. WARRANTY

POLYMOS DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF ACCURACY, RELIABILITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PRODUCTS ARE SOLD "AS IS".

In case of non-conforming Products, the terms of section 6 hereof applies.

### 14. INDEMNIFICATION AND LIMITATION OF LIABILITY

EXCEPT FOR GROSS NEGLIGENCE OR FRAUD BY POLYMOS, THE LATTER WILL NOT, IN ANY CIRCUMSTANCE, BE LIABLE FOR ANY LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, RELATED TO OR ARISING OUT OF THE PRODUCTS OR A BREACH OF THE GOVERNING DOCUMENTS, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no case shall Polymos be liable for any claim, damage or claim arising or related to:

- a) delivery and handling by the transport company;
- b) any act, omission, negligence, fraud by the Customer or due to any incorrect information or design provided to Polymos by the Customer; and

c) any force majeure.

15. **INTELLECTUAL PROPERTY**

The Customer is prohibited from reproducing or reverse engineering, or allowing the reproduction or reverse engineering, in whole or in part, of the Products, in any way or under any circumstances.

Any breach of this section shall be deemed a material breach of this Agreement and may cause immediate and irreparable damage to Polymos. Customer agrees that Polymos may take any and all available legal action and may be entitled to seek immediate injunctive relief and/or provisional measures as applicable to prevent a breach or further breach.

16. **CONFIDENTIALITY**

Intellectual property and all other information pertaining to Polymos which is marked confidential or deemed to be confidential, including but not limited to written technical data, drawings, plans and engineering in technical instructions pertaining to the Products, sales and marketing strategies, intellectual property, client and supplier lists as well as pricing or other terms or conditions of the Governing Documents, are recognized by Customer to be secret and confidential and to be the property of Polymos. This information shall at all times and for all purposes be held by Customer in a confidential capacity and shall not, without the prior written consent of Polymos, be disclosed to any person, firm or corporation, except those salaried employees of Customer who are required to use such Products, who shall be required to sign a confidentiality agreement, enforceable by Polymos, containing the terms of this clause.

Any breach of this section shall be deemed a material breach of this Agreement and may cause immediate and irreparable damage to Polymos. Customer agrees that Polymos may take any and all available legal action and may be entitled to seek immediate injunctive relief and/or provisional measures as applicable to prevent a breach or further breach.

17. **GOVERNING LAW**

Any dispute between the parties, including but not limited to the Governing Documents, shall be governed by and construed in accordance with the laws of the province of Quebec and the Federal laws applicable thereto. Shipping terms will be governed in

accordance with official rules for the interpretation of trade terms (Incoterms Rules). The Parties agree that any legal proceedings shall be filed and determined exclusively in the judicial district of Montreal. This section applies irrespective of any conflict of laws.

18. **COMPLETE AGREEMENT**

The Governing Documents constitute the sole and entire agreement between the parties relating to the purchase and sale of the Products. No other terms and conditions shall be binding upon the Customer and Polymos, unless expressly accepted by each party in writing.

19. **CONFLICTING AGREEMENTS**

In case of inconsistency between the Governing Documents, more specific terms shall prevail over more general terms and the Order Confirmation shall prevail over the Purchase Order.

20. **ASSIGNMENT**

Neither party shall assign or transfer, in whole or in part, any rights or obligations arising from the Governing Documents, without the prior written consent of the other party.

Polymos may, however, without the consent of the Customer, engage sub-contractors to execute all or a portion of the work required to manufacture and deliver the Products requested by the Customer.

21. **SEVERABILITY, WAIVER**

If any provision of the Governing Documents is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the provision found invalid or unenforceable shall be replaced by a valid and enforceable provision corresponding as closely as possible to the invalid or unenforceable provision in its economic effect. No waiver of any provisions of the Governing Documents will be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

22. **SUCCESSORS AND ASSIGNS**

The Governing Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties.

23. **COUNTERPARTS AND ELECTRONIC SIGNATURES**

The Governing Documents may be executed in two or more counterparts by electronic means, all of which shall be deemed an original.

24. **LANGUAGE**

The parties acknowledge having requested and being satisfied that the Governing Documents be drawn in English. / *Les parties reconnaissent qu'elles ont exigé que les Governing Documents (tel que défini), soient rédigés en anglais et s'en déclarent satisfaites.*