



Building Resilience - Purchasing Terms and Conditions

All goods and services procured by Building Resilience Corp. and its subsidiary. (interchangeably known as the “Buyer” or “Building Resilience” or “Build Resilience”) shall be in accordance with the following terms and conditions unless otherwise stated in writing:

1. ACCEPTANCE

The purchase order attached hereto, or into which these terms and conditions are incorporated by reference, (the “Purchase Order”) and any requisitions, release orders, Letters of Authorization / Requirements Contracts, instructions, authorizations, schedules or attachments related thereto (collectively, the “Attachment(s)”), as well as these terms and conditions (the “General Terms and Conditions”), (herein collectively referred to as the “Agreement”) contain the entire agreement between Building Resilience (the “Buyer”) and the supplier named in the Purchase Order (the “Seller”) with respect to the goods or services which are the subject of this Agreement and supersedes all prior negotiations, representations, agreements, understandings and dealings between the Parties with respect to the subject matter of the Purchase Order. Acceptance by Seller is limited to acceptance of these General Terms and Conditions. Any amendments, modifications or qualifications proposed by Seller shall only form part of the Agreement between the parties if they are accepted in writing by an authorized representative of the Buyer. Seller’s acceptance of this Agreement shall occur upon the earlier of: Seller commencing any work (including any design or manufacturing) in respect of any goods referred to in this Agreement; and Seller acknowledging its acceptance of this Agreement in writing, once such acknowledgment is received by Buyer. Seller’s acceptance of this Agreement shall be expressly limited to the terms and conditions set forth in this Agreement. Buyer expressly objects to any contrary terms and conditions contained in any quotation, order acknowledgement, invoice or other document originating with Seller, and any other document originating with Seller, and any such contrary terms are superseded by the terms and conditions set forth in this Agreement and shall be of no force or effect unless specifically accepted in writing by Buyer.

2. ENTIRE AGREEMENT

The Purchase Order, which includes the terms set forth on the face of the Purchase Order, these General Terms and Conditions, any Special Terms and Conditions and any other documents referenced on the Purchase Order, as amended by any Purchase Change Orders (defined in Section 5), forms the entire agreement between Buyer and Seller relating to the goods (“Goods”) and/or services (“Services”) described on the Purchase Order.

3. INTERPRETATION

If there is any inconsistency or ambiguity among the provisions of the Purchase Order, precedence shall be given to any Purchase Change Orders, then terms set forth on the face of the Purchase Order, then any Special Terms and Conditions, then these General Terms and Conditions, and finally any referenced documents. Unless otherwise specified, any term which has a meaning assigned to it in any part of the Purchase Order shall have the same meaning in all parts of the Purchase Order.

- (a) Errors and Omissions. The Seller shall take no advantage of any apparent errors or omissions. If any errors or omissions are discovered, the Seller shall notify the Buyer immediately.

4. PRICES

- (b) Goods. The prices payable by Buyer for the Goods shall be the prices stated in the Purchase Order, which, unless otherwise specified on the face of this Purchase Order, are in US, CAD or GBP funds, and shall include:
- i. packing, crating, labeling, storage and insurance of the Goods to the Delivery Point;
 - ii. Customs duties or tariffs and excise taxes to the Delivery Point but excluding all other taxes.



- (c) Price Changes. The price paid will be in accordance with the Agreement for the duration of time specified in the Agreement. Any required price change must be proposed by Seller to the Buyer in writing 60 days prior to a price change and agreed to by the Buyer in writing. Buyer reserves the right to receive price decreases for reductions in Seller's cost to produce goods.

5. CHANGES

Any proposed changes to the Goods or Services or any amendments, modifications or qualifications to the other terms of the Purchase Order shall be set forth in a revision to the Purchase Order (a "Purchase Change Order") issued by Buyer. Upon Seller's acceptance of the Purchase Change Order in accordance with Section 1, the Seller shall make the appropriate changes to the Goods and Services or otherwise to Seller's performance of this Purchase Order to comply with the terms of the Purchase Change Order.

- (a) Specifications. Buyer reserves the right to change any specifications or drawings. Any difference in contract price required by such changes shall be equitably adjusted as a Purchase Change Order.

6. TIME IS OF THE ESSENCE

Time is of the essence for delivery to Buyer hereunder. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under this Purchase Order. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in the exact quantities ordered. In no event shall Buyer be liable for any excess goods shipped by Seller. Buyer reserves the right at Seller's expense to return goods shipped not in accordance with Buyer's order set forth on the face hereof.

7. DELIVERY OF GOODS

Unless otherwise specified on the face of the Purchase Order, Seller shall deliver the Goods to the Delivery Point on or a maximum of 2 days before the Delivery Date, or in accordance with the Delivery Schedule and in accordance with the Incoterm (as defined in Incoterms 2010 published by the International Chamber of Commerce) specified on the face of the Purchase Order; provided that if no Incoterm is specified, the applicable Incoterm shall be DDP (delivered duty paid – named place of destination).

- (a) Shipping Instructions. All shipments shall be sent in accordance with the appropriate Seller Routing Guide based on the Seller location (North America, Europe, Asia). The Seller Routing Guides can be provided upon request.
- (b) Title and Risk. Unless otherwise provided under the applicable Incoterm, risk of loss or damage to any Good or resulting from any Good shall pass to Buyer upon delivery to the Delivery Point; provided that upon Buyer issuing a notice of rejection for such Good pursuant to Section 11, risk of loss or damage to such Good or resulting from such Good shall pass to Seller. Title to any Good shall pass to Buyer upon delivery to the Delivery Point, or as and to the extent Buyer makes any payments for such Good, whichever occurs earlier.
- (c) Goods Information. Concurrent with the delivery of Goods, Seller shall provide Buyer with an electronic list of all such Goods, including such particulars and in such format as requested by Buyer, such that the information is in a form suitable for downloading into the Buyer's Goods and Materials Information System.

8. ACCEPTANCE OF GOODS OR SERVICES BY BUYER

- (a) Acceptance Period. Unless a shorter or longer period is specified on the face of the Purchase Order, Buyer shall have a period of 30 days (the "Acceptance Period") after delivery of any Good or completion of any Service to accept the Good or Service, or alternatively, reject the Good or Service by issuing to Seller a written notice of rejection within the Acceptance Period. Notwithstanding the foregoing, and unless a shorter



or longer period is specified on the face of the Purchase Order, the Acceptance Period for any Good which is equipment intended to be installed and operated in facilities owned or operated by Buyer in accordance with any performance requirements stated in the specifications set forth in the Purchase Order shall be a period of not more than six (6) months after delivery of the Good, commencing upon delivery and ending when the equipment has been properly installed and is operating in accordance with such performance requirements, within the applicable design conditions. If Buyer does not issue a notice of acceptance or a notice of rejection within the Acceptance Period, such Good or Service will be deemed accepted upon the expiration of the Acceptance Period.

- (b) Rejected Goods. Goods rejected by Buyer shall be returned to Seller at Seller's sole expense and risk. Seller will be requested in advance to provide instructions for the return shipment, if Seller does not provide such instructions within a reasonable period-of-time, Buyer may dispose of the Goods as it deems appropriate without liability or return the Goods to the Seller's Address. Buyer shall not be liable for any restocking or other charges for rejected Goods returned to Seller pursuant to this Section 8.
- (c) Remedial Work. If requested by Buyer in the notice of rejection, Seller shall promptly make such repairs, replacements or corrections to the Good, or re-perform and correct the Service, or perform such additional services, as are necessary to remedy any defects specified in the notice of rejection. All remedial work in respect of rejected Goods or Services (and any return of rejected Goods) shall be at the sole expense and risk of Seller.
- (d) Completion of Remedial Work. Upon completion of the remedial work, Seller shall notify Buyer in writing of such completion and, in the case of rejected Goods which have been returned to Seller for such remedial work, re-deliver such Goods to Buyer, whereupon the provisions of this Section 8 shall fully apply to the re-delivered Goods in the same manner as the original Goods and the Acceptance Period shall commence upon re-delivery of the Goods.
- (e) Seller's Obligations. Acceptance by Buyer of any Goods or Services shall not relieve Seller of any of its obligations or liabilities under the Purchase Order, including any warranty obligations.
- (f) Inspection. Seller will permit Buyer and its designees to enter Seller's facilities at reasonable times to inspect such facilities and any goods, inventories, work-in process, materials, equipment, tooling and other items and processes related to Seller's performance of this Purchase Order.

9. INVOICING AND PAYMENT

- (g) Currency. Unless otherwise specified in this Agreement, all billings and payments shall be made in US Dollars for North America and GBP for UK.
- (h) Invoices. Seller shall render invoices to Buyer within 30 days following the end of each calendar month for Goods delivered and Services performed in the preceding month, or in accordance with any other invoicing schedule set forth in this Purchase Order. Each invoice shall indicate clearly:
 - i. the Purchase Order Number;
 - ii. Buyer Part Number (if applicable);
 - iii. a description of the Goods delivered, and Services performed, and their corresponding Purchase Order Line-Item Numbers;
 - iv. whether the billing is "Partial" or "Final";
 - v. any taxes payable by Buyer pursuant to Section 10, shown as separate items; and
 - vi. if applicable, Seller's Value Added Tax ("VAT"), Goods and Services Tax ("GST") Registration Number and Seller's Provincial Sales Tax ("PST") or Harmonized Sales Tax ("HST") vendor permit/registration number.
- (i) Payment. Buyer shall pay Seller via Net 90 after Buyer's receipt of Seller's invoice or Buyer's acceptance of the applicable Goods and Services in accordance with Section 8, whichever is later. All claims for monies



due or to become due from Seller to Buyer shall be subject to deduction or set-off by Buyer by reason of any claim or counterclaim arising out of this Purchase Order or any other purchase order or transaction with Seller.

- (j) Disputes. If Buyer disputes any invoice, Buyer may withhold the disputed amount until the dispute over payment is resolved in accordance with Section 21. If Seller is entitled to payment of the disputed amount or any part thereof, the payment shall include interest at an annual rate equal to the rate of interest established from time to time by the National Bank as its "Prime Rate" plus 2%, from the date such amount was originally due until the date payment is made.
- (k) No Deemed Acceptance. Neither payment made to Seller nor any use or inspection of the Goods or Services by Buyer shall constitute acceptance by Buyer of any Goods or Services which are not accepted by Buyer in accordance with Section 8. Final payment to Seller shall not relieve Seller of any of its obligations or liabilities under the Purchase Order. The payment of any invoice shall not prejudice Buyer's right to dispute such invoice within one (1) year after Buyer's receipt of the invoice.
- (l) Final Invoice. Seller shall render a final invoice for all amounts payable with respect to any Goods or Services no later than 60 days after Buyer's acceptance of all Goods and Services in accordance with Section 8.

10. TAXES

- (m) GST, PST, HST, and VAT. Buyer will pay applicable GST, PST, HST, and/or VAT as stated on the Purchase Order. The Seller shall remit all such taxes to the appropriate governmental authorities.
- (n) US State Sales Tax. When applicable, Buyer will pay to the Seller the appropriate state sales taxes, as stated on the Purchase Order and invoice, unless certificates of exemption are supplied to the Seller. The application of state taxes will be contingent on current state tax registrations of the Seller. Where deliveries are made in states where the Seller does not maintain a registration, the Buyer will be responsible for reporting and remitting the appropriate amount of US Tax directly to the appropriate government authority.

11. WARRANTIES

- (a) Goods. Seller warrants that the Goods shall:
 - vii. be suitable for the purposes, if any, for which Buyer intends to use such Goods; and
 - viii. be free of defects in design, materials and workmanship and comply with all Applicable Laws (defined in Section 13);
 - ix. achieve the performance requirements stated in the specifications and within the applicable design conditions;
 - x. upon delivery:
 - a. be new, unless otherwise designated;
 - b. be adequately contained, packaged, marked and labeled;
 - c. meet all applicable industry standards; and
 - d. bear markings certifying compliance with such standards; and
 - xi. shall be transferred to Buyer free of all liens, security, interests, claims, charges, and encumbrances, and Seller is and shall be the legal and beneficial owner of the Goods at the time of delivery to Buyer and at the time title to the Goods passes to Buyer.
- (b) Warranty Period. Any Goods or Services that have been delivered to Buyer shall be warranted by Seller for a period of thirty (30) months from receipt of goods by Buyer in accordance with Section 8, or such other time period as may be specified on the face of the Purchase Order (the "Warranty Period").



- (c) Warranty Obligations. Seller shall correct or replace any Goods not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such non-conformity by Buyer. In the event of Seller's failure to correct or replace non-conforming Goods promptly to Buyer's satisfaction, Buyer, after reasonable notice to Seller, may make such corrections or replace such Goods or Services and charge Seller for any costs or losses incurred by Buyer in so doing.
- (d) Extension of Warranty Period. The Warranty Period for any Goods shall be extended by a period equal to the sum of any periods during the Warranty Period during which such Goods cannot be used for the purposes for which they were intended by reason of a breach of the warranties above. Further, notwithstanding the expiration of any Warranty Period described in this Section 11, Seller's warranty obligations shall extend to correcting any non-conformance with the warranties set forth in this Section 11 of which Buyer has given Seller notice prior to the expiration of such Warranty Period, and any latent defects discovered at any time thereafter.
- (e) Applicability of Warranties. Seller shall not be required to redesign, repair or replace Goods that fail to conform to the warranties set forth above to the extent that such non-conformance is due to normal wear and tear or Buyer's failure to install, operate or maintain the Goods in accordance with Seller's approved operation and maintenance manuals, provided that Seller has provided such manuals to Buyer prior to or concurrent with delivery of the Goods.

12. TERMINATION AND SUSPENSION

- (a) Termination for Cause. If Seller is in default of the Purchase Order, Buyer may, at its option:
 - i. provide written notice to Seller specifying the default and requiring Seller to remedy the same ("Default Notice"); and if Seller does not:
 - ii. commence remedying the default within five (5) days following receipt of the Default Notice, or such other period as may be agreed to by Buyer in writing; and
 - iii. remedy the default within 15 days following receipt of the Default Notice; then Buyer may issue a written notice to Seller terminating the Purchase Order, in whole or in part ("Termination Notice"); or
 - iv. issue a Termination Notice to Seller terminating the Purchase Order, in whole or in part.

The Purchase Order shall terminate on the date and to the extent set forth in the Termination Notice, and Seller shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its Sellers or subcontractors to cease such work.

- (b) Termination for Convenience. Buyer may terminate the Purchase Order, in whole or in part, at any time prior to its completion without cause upon written notice to Seller in the form of a Termination Notice. The Purchase Order shall terminate on the date and to the extent set forth in the Termination Notice, and Seller shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its Sellers or subcontractors to cease such work. In the event of such termination, Buyer shall pay Seller's reasonable costs actually incurred as a direct result of such termination, provided that these costs do not exceed the limits for Cancellation Costs, if any, specified on the face of the Purchase Order. Seller shall not be paid for anticipated profits or any other amounts in respect of Services performed or Goods delivered after receipt of the Termination Notice, nor for any costs incurred by Seller or Seller's Sellers or subcontractors that Seller could reasonably have avoided.
- (c) Suspension. Buyer may suspend performance of the Purchase Order, in whole or in part, at any time upon written notice to Seller. Upon written notice by Buyer to Seller as to resumption of performance, Seller shall promptly resume performance of the Purchase Order to the extent requested by Buyer. Subject to Section 15(c), the Delivery Date and Delivery Schedule shall be extended by a period equal to the period of suspension, unless otherwise agreed to by the parties.
- (d) Seller's Right to Payment. In the event of any expiration or termination of the Purchase Order, Buyer shall be liable for payment for Goods delivered and Services performed to the date of termination, provided that



such Goods and Services have been accepted by Buyer in accordance with Section 8, and any other costs payable by Buyer pursuant to this Section

- (e) Return of Property. Upon any expiration or termination of the Purchase Order, Seller shall promptly return or deliver to Buyer any equipment, tools, materials, confidential information and other property (including keys and access cards) which are the property of Buyer, as well as all deliverables required to be delivered to Buyer under the Purchase Order (whether fully or partially completed, and including all work in progress).
- (f) Terms Surviving Expiration or Termination. The provisions of Sections 5, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 34 shall continue in full force and effect following any expiration or termination of this Purchase Order.

13. COMPLIANCE WITH LAWS, PERMITS AND LICENSES

Unless otherwise stated in the Purchase Order, Seller shall be responsible for ensuring that it and its directors, officers, employees, agents, contractors and subcontractors, and their respective agents, contractors and subcontractors (collectively "Personnel") obtain all necessary licenses, registrations, permits and consents, and comply with any and all codes, statutes, laws, regulations, rules, permits, licenses, orders and directions of any governmental, regulatory or administrative body, agency, board or authority that has authority over the parties, the Goods or the Services, and which are applicable to the parties, the Goods or the Services ("Applicable Laws") and other similar requirements, in performing the Purchase Order. Where applicable, Seller shall be responsible for ensuring that it and its Personnel are members in good standing with the professional associations with which they are affiliated and in which membership is necessary for performance of the Purchase Order. Seller shall, when requested, provide Buyer with adequate evidence of compliance with this Section 13.

14. CONFIDENTIALITY

Subject to Applicable Laws, the Purchase Order and all information furnished by Buyer or prepared for Buyer under the Purchase Order, in any form whatsoever, shall be treated by Seller as confidential and shall not be disclosed to any person other than Seller's Personnel who have a need to know, or used by Seller for any purpose other than performing its obligations under the Purchase Order, without the prior written consent of Buyer. Seller shall ensure that its employees and Personnel comply with the foregoing and shall be responsible for any breaches by its employees or Personnel of this Section 14.

15. NO INFRINGEMENT

- (a) Warranty. Seller covenants, warrants and agrees that the Goods, Services and Documentation (defined in Section 16) provided to Buyer under the Purchase Order will not infringe any intellectual, industrial or other proprietary rights, including all rights in all jurisdictions within or outside Canada to patents, copyrights, trademarks, service marks, industrial designs and trade secrets, howsoever arising in law or equity and whether registered or unregistered in any jurisdiction ("Intellectual Property Rights"). Seller shall: (I) be liable to Buyer, its Affiliates (defined in Section 18) and their respective Personnel for any and all Losses (defined in Section 18) which may be suffered, sustained, paid or incurred by Buyer, its Affiliates or any of their respective Personnel arising out of or in connection with any such infringement or claim for infringement; and (II) indemnify, defend and save harmless Buyer, its Affiliates and their respective Personnel from and against any and all Losses and Claims (defined in Section 18) which may be claimed, made or brought by any third party against Buyer, its Affiliates or any of their respective Personnel, or which any of them may suffer, sustain, pay or incur, arising out of or in connection with any such infringement or claim for infringement.
- (b) Intellectual Property Rights. All worldwide intellectual property rights including, without limitation, all rights to any patents, industrial designs, trademarks and copyrights, arising from the design, development and/or production of any device, product or other goods by Seller for Buyer, to the extent such rights arise as a



result of compliance with specifications, designs, plans, drawings, instructions or other information provided by Buyer to Seller, shall be the sole and exclusive property of Buyer. The Seller shall make all commercially reasonable efforts to obtain all assignments and other documentation requested and reasonably required by Buyer from time to time in order to apply for, prosecute, maintain and/or defend any such intellectual property rights. No express or implied license or other rights, except to the extent reasonably necessary to make and sell any such device, product or other goods to Buyer shall be granted to Seller in connection with such intellectual property rights unless, only to the extent that, and subject to such other terms and conditions as, Buyer agrees in writing from time to time.

- (c) Remedies. If any Goods, Services, Documentation or any portion thereof are held, or in Seller's reasonable opinion may be held, to infringe any Intellectual Property Rights, or if the use of the Goods, Services, Documentation or any portion thereof is enjoined as a result of a claim for infringement, Seller shall pay any expenses and damages awarded on account of such infringement and shall, at Seller's own cost and at Buyer's option:
- i. procure for Buyer the perpetual right to use such Goods, Services or Documentation;
 - ii. replace the Goods, Services or Documentation with Goods, Services or Documentation that are not infringing; or
 - iii. modify the Goods, Services or Documentation so that they become non-infringing.

Any such replacement or modification of the Goods, Services, Documentation or any portion thereof shall meet the requirements of and be subject to the terms of the Purchase Order.

16. OWNERSHIP OF PROPERTY

Ownership of all recorded information, including all designs, technical reports, photographs, drawings, plans, specifications and computer software, whether susceptible to copyright or not ("Documentation") which is produced, written, prepared, developed or first reduced to practice ("Produced") by Seller or any of its Personnel in the performance of the Purchase Order and is required to be delivered to Buyer under the Purchase Order shall, as of the time Produced, vest in and remain with Buyer. The foregoing assignment of rights will not apply to, and Seller hereby grants to Buyer and its Affiliates (defined below) an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, distribute, sub-license, reproduce, support and modify, any other Documentation that is used or supplied by Seller or any of its Personnel in the performance of the Purchase Order, as Buyer or its Affiliates determine necessary to fully utilize and benefit from Sellers provision of the Goods and Services under the Purchase Order.

(a) Tool Loan Contract. Seller will sign Buyer's Tool Loan Contract prior to any tooling being issued or ordered.

(b) Tooling. All tooling shall be paid for and be the property of Buyer unless otherwise agreed. All property of Buyer shall be permanently identified as such. The Seller shall supply Buyer with the drawings for tooling and maintenance schedules unless otherwise agreed to. If the original tooling purchased by Buyer is replaced, the tooling must be produced identical to the original, unless approved by Buyer and will become the property of Buyer as replacement of the original tool.

17. BUYER REMEDIES

All rights and remedies of Buyer set forth in the Agreement, or existing at law or in equity, shall be cumulative and may be exercised concurrently.

18. LIABILITY AND INDEMNIFICATION

In addition to any other liabilities and indemnities provided for in the Agreement Order, Seller shall:

- (a) be liable to Buyer, its Affiliates (defined below) and their respective Personnel for any and all losses, costs, damages, expenses, charges, fines, penalties and other liabilities (including legal fees on a solicitor and



client basis) (collectively, "Losses") which may be suffered, sustained, paid or incurred by Buyer, its Affiliates or their respective Personnel arising out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of Seller or any of its Personnel in the performance or non-performance of the Purchase Order; and

- (b) indemnify, defend and save harmless Buyer, its Affiliates and their respective Personnel from and against any and all Losses and actions, causes of action, proceedings, claims, suits and demands (collectively, "Claims") which may be claimed, made or brought by any third party against Buyer, its Affiliates or any of their respective Personnel, or which any of them may suffer, sustain, pay or incur, arising out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of Seller or any of its Personnel in the performance or non-performance of the Purchase Order.

Notwithstanding the foregoing, Seller's liability and indemnity obligations under this Section 18 shall not apply to the extent such Losses or Claims arise out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of Buyer, its Affiliates or any of their respective Personnel. The word "Affiliate(s)", as used in this Agreement, "Affiliate" means, with respect to a Party, any other business entity, whether current or in the future, that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Party. One entity is deemed to control the other if it directly or indirectly (a) owns more than fifty percent (50%) of the equity of the other entity; (b) controls more than fifty percent (50%) of the voting rights of the other entity, or (c) has the ability to effectively direct the actions of the other entity, including, without limitation, through majority members of that entity's Board of Directors (or similar body of personnel controlling the entity).

19. LIMITATION OF LIABILITY

Neither party shall be liable to the other under the Purchase Order for any Losses of an indirect, incidental, contingent, special, consequential or punitive nature, including any losses of profit or anticipated business; provided that the foregoing shall not limit: any liability under Sections 13, 14, 15, 16, 17, 18(II) or 20; any liability for Uninsured Workers under Section 20, if applicable; any liability to pay liquidated damages, if applicable; or any liability for gross negligence, willful misconduct or non-compliance with Applicable Laws.

20. INSURANCE REQUIREMENTS

(a) Supply of Goods. If Seller is supplying Goods only, without any Services or On-Site Work, Seller shall procure and maintain, at its own expense, Products Liability Insurance with a bodily injury, death and property damage limit of not less than Two Million (\$2,000,000) Dollars inclusive.

(b) Policy Requirements. All policies of insurance required by this Section 20 shall: (I) be placed with insurers having an A.M. Best rating of not less than A-; (II) contain a provision that the insurance thereunder will be primary and will not call into contribution any other insurance available to Buyer; and (III) provide 30 days' written notice of material change or cancellation to Buyer.

21. DISPUTE RESOLUTION

Any disputes arising out of the Purchase Order that cannot be resolved at the operating level shall be resolved as follows:

- (a) Upon written request by either party, each party shall promptly refer the dispute to its senior representative with authority to resolve the dispute. The senior representatives shall promptly meet and attempt, in good faith and with reasonable diligence, to resolve the dispute.
- (b) If the senior representatives have not resolved the dispute within 10 Business Days (defined below), then either party may, upon notice to the other party, submit the dispute to binding arbitration in accordance with the Arbitration Act of the Province or State in which the Buyer Address is located, except as such Act is



modified in this Section 21. The arbitration shall be conducted by a single arbitrator in a city of Buyer's choice in the Province or State in which the Buyer Address is located, unless otherwise agreed to by the parties. The arbitration shall be administered by the Canadian Foundation for Dispute Resolution in accordance with its "Commercial Arbitration Rules" (the "Rules"), which shall prevail over the Arbitration Act, as modified by this Section 21, to the extent of any conflict. The arbitrator shall be independent, shall be qualified by education and experience to determine the matter in dispute, and shall maintain in strict confidence all documents, transcripts and information disclosed by or on behalf of the parties. The arbitration shall be the exclusive forum for resolution of the dispute in question. The arbitration award shall be final and binding on the parties and shall not be subject to appeal. Notwithstanding the foregoing, the parties may apply to a court of competent jurisdiction: (I) for such relief as may be necessary to assist the arbitration process or to ensure that the arbitration is carried out in accordance with this Section 21 in a manner which is not manifestly unfair or unequal in its treatment of the parties; (II) for an interlocutory order for the immediate performance or cessation of conduct; (III) to enter judgment upon the award; or (IV) for judicial recognition of the award or an order of enforcement thereof.

- (c) Notwithstanding any disputes arising out of the Purchase Order, or any activities being conducted pursuant to this Section 21, Seller shall diligently proceed with performance of the Purchase Order.
- (d) "Business Day" shall mean a day other than a Saturday, a Sunday or a statutory holiday in the Province or State in which the Buyer Address is located.

22. GOVERNING LAWS AND JURISDICTION

The Purchase Order shall be governed by, construed and enforced in accordance with the laws of the Province or State in which the Buyer Address is located. Subject to Section 21, each party submits and attorns to the exclusive jurisdiction of the courts of such Province and all courts of appeal therefrom for all matters arising out of the Purchase Order.

23. ASSIGNMENT

Seller shall not assign the Purchase Order without Buyer's prior written consent.

24. FORCE MAJEURE

Notwithstanding any other provision of the Purchase Order, if either Party is wholly or partly unable to perform its obligations under the Purchase Order by reason of any event beyond its reasonable control (an "Event of Force Majeure"), such party shall be relieved of such obligations to the extent, and for the period, that it is affected by the Event of Force Majeure; provided that the affected party gives the other party prompt notice of such inability and the nature, cause and expected duration of the Event of Force Majeure. An Event of Force Majeure may include, but not necessarily be limited to, fire, flood, earthquake, civil disturbance, war rationing, embargoes, strikes or lockouts, acts of God, or acts of government; but shall not include a lack of finances of either party, a strike or lockout of any Personnel of Seller or its Affiliates, any failure of equipment of Seller or its Personnel, or any delay of Seller or its Personnel in obtaining any Goods or materials for any Goods required to be delivered to Buyer under the Purchase Order. The party affected by the Event of Force Majeure shall use all reasonable efforts (having regard to Good Industry Practices) to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform; provided that there shall be no obligation on the affected party to settle labor disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction. The affected party shall give prompt notice to the other party of cessation of the Event of Force Majeure.

(a) Disaster Recovery Plan. If requested by Buyer, Seller will prepare contingency plans (e.g. utility interruptions, fire, flood, storm damage, temporary or limited data loss, chemical spills, air/water contamination, earthquakes, tornados, hurricanes, storm surges, complete data loss) to reasonably protect Buyer's supply of product in the event that a Sellers facility cannot continue to operate. Disaster Recovery Plans will be reviewed



on a frequent basis to ensure that the contingency plans are valid. Disaster Recovery Plans will not be confused with internal Health and Safety plans.

25. NOTICES

Any demand, notice or other communication (“Notice”) required or permitted to be given by either party to the other in connection with the Purchase Order shall be given in writing by personal delivery, courier service or verified email addressed to the contact person of the applicable party and delivered to the Seller Address or Buyer Address (as the case may be), or to Seller’s or Buyer’s email address (as the case may be), as set forth on the face of the Purchase Order. A party may from time to time change its contact person, address or email address by Notice to the other party. All Notices shall be deemed given when delivered in person or by courier service, or on the next Business Day (defined in Section 21) after being sent by email.

26. WAIVER

No failure on the part of Buyer in exercising any right or remedy under the Purchase Order shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy in law or in equity or by statute or otherwise conferred. A waiver by or on behalf of Buyer of any breach of the Purchase Order shall not be binding upon Buyer unless it is expressed in writing and duly executed by Buyer or signed by its duly authorized representatives. Such waiver shall not operate as a waiver of any future breach, whether of a like or different character except to the extent specifically provided in such waiver.

27. SEVERABILITY

If any provision of the Purchase Order is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

28. SUCCESSORS AND ASSIGNS

The Purchase Order shall ensure to the benefit of and be binding upon the heirs, executors, administrators, legal personal representatives, successors and permitted assigns of Seller and the successors and permitted assigns of Buyer.

29. SELLER MANUAL

Seller will conform to the practices and processes indicated in the Building Resilience Corp. Seller Manual which has been created to provide Sellers with an understanding of Building Resilience’s expectations in regard to quality, delivery and successful product launches. A copy is available at www.buildresil.com/general-policy.

30. SELLER CODE OF CONDUCT

Seller will conform to the practices and processes indicated in the Building Resilience Corp. Seller Code of Conduct attached as Appendix 1.

31. BUYER SUPPLIED PRODUCT

(a) All materials supplied by the Buyer for incorporation into a finished product are identified as “Buyer-Supplied” materials, inspected for suitability and conformance, controlled while in the possession of the Buyer and either returned to the Buyer or accounted for in accordance with the Buyer’s expressed requirements. The Buyer shall be notified when materials supplied are found to be defective or not suitable for the intended use, either in receiving or during production.



(b) All materials purchased from the Buyer for incorporation into a finished product must be ordered by the Seller within 48 hours of receiving the Purchase Order from the Buyer. The Buyer shall be notified when materials supplied are found to be defective or not suitable for the intended use, either in receiving or during production.

32. IMPORT, EXPORT, AND CUSTOMS

For each shipment where products are sourced from outside the customs territory of Canada and United Kingdom, Buyer shall have the option of being the Importer of Record. In such case, Seller shall furnish promptly all information and documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Seller shall furthermore, at its expense, provide all information necessary (including written documentation and electronic transaction records) relating to the products, tooling and equipment necessary for Buyer to fulfill any customs-related or other governmental agency-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment at the time of entry for products, tooling and equipment eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the products to be covered by any applicable duty deferral or free trade zone program(s) of the country of import. Seller shall, at its expense, provide Buyer with all documentation to enable the products to be exported, and obtain all export licenses or authorizations necessary for the export of the products, tooling and equipment, in which event Seller shall provide all information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Credits or benefits resulting or arising from any order, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to the Buyer.

(a) Certificate of Origin. To meet these requirements, Buyer requires that Seller shipping into Buyer global facilities submit a Certificate of Origin. One document can be completed for a series of part numbers if each part is listed with the country of origin—where the goods are manufactured, NOT purchased—listed beside it. Also, if the product(s) qualify for USMCA and CETA, this will be indicated on the certificate as well.

33. BRANDING

(e) Logos. Buyer does not permit the application of Seller logos to products or components that are distributed to our customers (either directly or indirectly). Only logos, brand names and other labeling practices that are specifically authorized by the Buyer in writing are to be applied to any products or components manufactured or delivered for or on behalf of the Buyer. Product and component labeling to meet additional third-party requirements such as safety or export/import regulations are exceptions to which the Buyer may agree to deviations from the general policy. If Seller believes there is a justified need for such a deviation, Seller shall contact the Buyer for direction.

(f) Websites. Seller is not permitted to use Buyer name, brands, product names, logos, trademarks, imagery, marketing or copyrighted materials on their websites without prior written permission/consent from the Buyer Marketing or Legal Departments. Buyer reserves the right to amend this and other applicable policies from time to time as it, in its sole discretion, sees fit and the Seller shall always comply with the then current policies as provided by the Buyer.

34. NO PUBLICITY

Except as specifically authorized in writing by Buyer, Seller shall not publicly disclose (in any press release, customer list, website or otherwise) that it is supplying products to, or performing services for Buyer.

35. CONFLICT MINERALS

Seller acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act (“the Dodd-Frank Act”) and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold (“Conflict Minerals”). Seller represents and warrants that it will source, and track the chain of custody



of, all Conflict Minerals contained in any products or materials provided by Seller to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Seller may jointly agree upon). At Buyer's request (which may be as frequently as quarterly at Buyer's discretion), Seller must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Buyer's discretion) in any other form that Buyer reasonably requests. Seller agrees and represents that all products and materials provided by Seller to Buyer after December 31, 2014 shall be "Conflict Free" (as defined in the Dodd-Frank Act) and at Buyer's request from time-to-time Seller shall execute and deliver to Buyer a written declaration to the same effect.

Revised January 2023. This revision supersedes all previous revisions and versions.



APPENDIX 1

Building Resilience Corp. (“Building Resilience”) Supplier Code of Conduct

At Building Resilience Corp., we are committed to a standard of excellence in every aspect of our business, to ethical and responsible conduct in all of our operations, to the respect of the rights of all individuals, and to respect for the environment. We expect the Sellers (as well as permitted subcontractors) who do business with Building Resilience subsidiaries, and with Building Resilience, if applicable, to share these same commitments. Building Resilience Corp. and its subsidiaries strongly encourage each Seller to meet the following standards in all activities that relate directly or indirectly to Building Resilience Corp. or any of its subsidiaries. We will evaluate a Seller's compliance with these standards in determining whether to grant or continue approved status for such Seller. Sellers that do not conform to these standards may be disqualified from approved status and/or have their business relationship with Building Resilience Corp. or the applicable Building Resilience subsidiary terminated.

Compensation. Seller must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, and other elements of compensation, and will provide all legally mandated benefits.

Hours of Work. The Seller will maintain work hours in compliance with all applicable wage and hour laws and regulations. The Seller will not require employees to work more than any limits on regular and overtime hours allowed by any applicable local law.

Forced Labour / Prison Labour. The Seller will not use forced or involuntary labour, including prison, bonded, indentured, or otherwise.

Child Labour. The Seller will not use child labour. “Child” is any person who is either (1) younger than 16, or (2) younger than the minimum age required for the employment under applicable law. The Seller will comply with all applicable laws and regulations regarding the employment of minors.

Coercion and Harassment. The Seller will treat each employee with dignity and respect, and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on race, color, gender, sexual orientation, national origin, religion, disability, age, or any other legally protected characteristic.

Discrimination. The Seller will not discriminate in hiring practices or any other condition of work on the basis of race, sex, sexual orientation, color, age, gender, national origin, physical or mental disability, religion, status as a disabled veteran, or other legally protected characteristics.

Workplace Safety & Emergency Planning. The Seller will provide a safe and healthy workplace for employees by endeavouring to meet or exceed international safety standards. The Seller must have procedures in place for handling emergencies such as fire, spills, and natural disasters.

Environmental Protection. The Seller will comply fully with all applicable environmental laws, and seek ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize any adverse impacts on the environment.

Compliance with Applicable Laws. The Seller will comply with all laws and regulations applicable to their business, as well as the standards of its industry, including those pertaining to the manufacture, pricing, sale, distribution, labeling, import, and export of merchandise. Without limiting this requirement, Seller will not: (A) violate, misappropriate or infringe upon the intellectual property rights of Building Resilience Corp. and its subsidiaries or any third party; or (B) engage in any activities which would violate any applicable laws and



regulations relating to (1) bribery or illegal payments, (2) laws against unfair competition, (3) unfair and deceptive trade practices, (4) the environment, (5) health and safety, (6) international trade, including exports and imports, (7) data privacy, (8) money laundering, (9) employment, (10) contracting with governmental entities, or (11) medical devices, if applicable.

Commercial Bribery. The Seller will not bribe in any way any officer, director, manager, employee, representative or agent of Building Resilience Corp., its subsidiaries, or any other entity, including without limitation, by offering or giving kickbacks or by offering or giving gifts of more than nominal value.

Accounting Records. Seller's accounting records must (1) be kept and presented according to the laws of each applicable jurisdiction, (2) in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues and expenses, and (3) not contain any false or misleading entries.

Conflicts of Interest. The Seller must immediately report to Building Resilience any "conflict of interest" of which they become aware. A "conflict of interest" is any circumstance, transaction or relationship directly or indirectly involving the Seller in which the private interest of any employee of Building Resilience Corp. or any of its subsidiaries improperly interferes, or even appears to improperly interfere, with the interests of Building Resilience Corp. and its subsidiaries.

Subcontracting. In addition to any restrictions on the use of subcontractors that are otherwise agreed to between the Seller and Building Resilience Corp. or the applicable subsidiary, Seller will not use any subcontractor in connection with any Building Resilience or subsidiary business unless the subcontractor has received a copy of this Code of Conduct.

Monitoring and Compliance. The Seller understands that Building Resilience Corp., its subsidiaries, or our designated agents (including third parties) may engage in monitoring activities to assess compliance with this Code of Conduct including on-site inspection of facilities and review of books and records.

Neither Building Resilience Corp. nor any of its subsidiaries or authorized agents assumes any duty to monitor or ensure compliance with this Code of Conduct, and Seller understands that Seller is solely responsible for full compliance with this Code of Conduct by its officers, directors, managers, employees, representatives and agents.

Management System and Communication. The Seller must establish and maintain processes that are reasonably designed to ensure compliance with, mitigate the risks identified in, and facilitate continuous improvement with respect to, this Code of Conduct. Seller must ensure that this Code of Conduct is adequately communicated to all employees. Seller should immediately notify Building Resilience Corp. upon learning of any known or suspected improper behavior by Seller or by employees of Building Resilience Corp. or its subsidiaries.