

Trojan Technologies Procurement Terms and Conditions

All goods and services procured by Trojan Technologies. (the “Buyer”) 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, (herein collectively referred to as the “Agreement”) contain the entire agreement between Trojan Technologies (the “Buyer”) and the supplier named in the Purchase Order (the “Supplier”) 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 Supplier is limited to acceptance of these General Terms and Conditions. Any amendments, modifications or qualifications proposed by Supplier shall only form part of the agreement between the parties if they are accepted in writing by an authorized representative of the Buyer. Supplier’s acceptance of this Agreement shall occur upon the earlier of: Supplier commencing any work (including any design or manufacturing) in respect of any goods referred to in this Agreement; and Supplier acknowledging its acceptance of this Agreement in writing, once such acknowledgment is received by Buyer. Supplier’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document originating with Supplier, and any other document originating with Supplier, and any such contrary terms are superseded by the terms and conditions set forth in this Agreement and shall be of no force or effect unless specifically accepted in writing by Buyer.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 Supplier relating to the goods (“Goods”) 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.

4. PRICES.

(a) 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 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.

(b) Price Changes. The price paid will be in accordance of the agreement for the duration of time specified in the agreement. Any required price change must be proposed by the 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 sellers 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 Supplier’s acceptance of the Purchase Change Order in accordance with Section 1, Supplier shall make the appropriate changes to the Goods and Services or otherwise to Supplier’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 in all matters related to the Purchase Order.

7. DELIVERY OF GOODS. Unless otherwise specified on the face of the Purchase Order, Supplier 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 2000 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 Supplier Routing Guide based on the Supplier location (North America, Europe, Asia). The Supplier 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 Supplier. 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, Supplier 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 Supplier 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 Supplier at Supplier's sole expense and risk. Supplier will be requested in advance to provide instructions for the return shipment, but if Supplier 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 Supplier Address. Buyer shall not be liable for any restocking or other charges for rejected Goods returned to Supplier pursuant to this Section 11.

(c) Remedial Work. If requested by Buyer in the notice of rejection, Supplier 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 Supplier.

(d) Completion of Remedial Work. Upon completion of the remedial work, Supplier shall notify Buyer in writing of such completion and, in the case of rejected Goods which have been returned to Supplier for such remedial work, re-deliver such Goods to Buyer, whereupon the provisions of this Section 11 shall re-apply.

(e) Supplier's Obligations. Acceptance by Buyer of any Goods or Services shall not relieve Supplier of any of its obligations or liabilities under the Purchase Order, including any warranty obligations.

9. INVOICING AND PAYMENT.

(a) Currency. Unless otherwise specified in this agreement, all billings and payments shall be made in U.S. Dollars.

(b) Invoices. Supplier 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, Supplier's Goods and Services Tax ("GST") Registration Number and Supplier's Provincial Sales Tax ("PST") or Harmonized Sales Tax ("HST") vendor permit/registration number.

(c) Payment. Buyer shall pay Supplier via Credit Card net 30 days or Net 90 after Buyer's receipt of Supplier's invoice or Buyer's acceptance of the applicable Goods and Services in accordance with Section 11, whichever is later. All claims for monies due or to become due from Supplier 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 Supplier.

(d) 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 Supplier 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 Bank of Nova Scotia as its "Prime Rate" plus 2%, from the date such amount was originally due until the date payment is made.

(e) No Deemed Acceptance. Neither payment made to Supplier 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 11. Final payment to Supplier shall not relieve Supplier 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.

(f) Final Invoice. Supplier 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 11.

10. TAXES.

(a) GST, PST and HST. Buyer will pay applicable GST, PST and HST as stated on the Purchase Order. Supplier shall remit all such taxes to the appropriate governmental authorities.

11. WARRANTIES.

(a) Goods. Supplier warrants that the Goods shall:

- (I) the Goods shall be suitable for the particular purposes, if any, for which Buyer intends to use such Goods; and
- (II) be free of defects in design, materials and workmanship and comply with all Applicable Laws (defined in Section 14);
- (III) achieve the performance requirements stated in the specifications and operating within the applicable design conditions;
- (IV) upon delivery:
 1. be new, unless otherwise designated;
 2. be adequately contained, packaged, marked and labeled;
 3. meet all applicable industry standards; and
 4. bear markings certifying compliance with such standards; and
- (V) shall be transferred to Buyer free of all liens, security, interests, claims, charges, and encumbrances, and Supplier 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 Supplier for a period of thirty (30) months from receipt of goods by Buyer in accordance with Section 11, or such other time period as may be specified on the face of the Purchase Order (the "Warranty Period").

(c) Warranty Obligations. Supplier 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 Supplier's failure to correct or replace non-conforming Goods promptly to Buyer's satisfaction, Buyer, after reasonable notice to Supplier, may make such corrections or replace such Goods or Services and charge Supplier 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, Supplier's warranty obligations shall extend to correcting any non-conformance with the warranties set forth in this Section 5 of which Buyer has given Supplier notice prior to the expiration of such Warranty Period, and any latent defects discovered at any time thereafter.

(e) Applicability of Warranties. Supplier 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 Supplier's approved operation and maintenance manuals, provided that Supplier has provided such manuals to Buyer prior to or concurrent with delivery of the Goods.

12. TERMINATION AND SUSPENSION.

- (a) Termination for Cause. If Supplier is in default of the Purchase Order, Buyer may, at its option:
- (I) provide written notice to Supplier specifying the default and requiring Supplier to remedy the same (“Default Notice”); and if Supplier does not:
 - A. 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
 - B. remedy the default within 15 days following receipt of the Default Notice;then Buyer may issue a written notice to Supplier terminating the Purchase Order, in whole or in part (“Termination Notice”); or
 - (II) issue a Termination Notice to Supplier 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 Supplier shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its suppliers 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 Supplier (“Termination Notice”). The Purchase Order shall terminate on the date and to the extent set forth in the Termination Notice, and Supplier shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its suppliers or subcontractors to cease such work. In the event of such termination, Buyer shall pay Supplier’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. Supplier 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 Supplier or Supplier’s suppliers or subcontractors that Supplier 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 Supplier. Upon written notice by Buyer to Supplier as to resumption of performance, Supplier 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) Supplier’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 12, and any other costs payable by Buyer pursuant to this Section

(e) Return of Property. Upon any expiration or termination of the Purchase Order, Supplier 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 10, 5, 16, 17, 19, 20, 21, 22, 23 and 25 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, Supplier 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, Supplier 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. Supplier 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 Supplier as confidential and shall not be disclosed to any person other than Supplier’s Personnel who have a need to know, or used by Supplier for any purpose other than performing its obligations under the Purchase Order, without the prior written consent of Buyer. Supplier 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 16.

15. NO INFRINGEMENT.

(a) Warranty. Supplier covenants, warrants and agrees that the Goods, Services and Documentation (defined in Section 15) 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”). Supplier shall: (I) be liable to Buyer, its Affiliates (defined in Section 18) and their respective Personnel for any and all Losses (defined in Section 21) 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 21) 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 Supplier 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 Supplier, shall be the sole and exclusive property of Buyer. The Supplier 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 Supplier 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 Supplier’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, Supplier shall pay any expenses and damages awarded on account of such infringement and shall, at Supplier’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 Supplier 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 Supplier 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 Supplier 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 Buyers 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 Supplier shall supply Buyer with the drawings for tooling and maintenance schedules unless otherwise agreed to. In the event that 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, Supplier shall:

(I). be liable to Buyer, its Affiliates 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 Supplier or any of its Personnel in the performance or non-performance of the Purchase Order; and

(II). 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 Supplier or any of its Personnel in the performance or non-performance of the Purchase Order.

Notwithstanding the foregoing, Supplier’s liability and indemnity obligations under this Section 21 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.

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 Section 16, 17 or 21(II); any liability for Uninsured Workers under Section 23, 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 Supplier is supplying Goods only, without any Services or On-Site Work, Supplier 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 23 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:

(I) 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.

(II) 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 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 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.

Notwithstanding any disputes arising out of the Purchase Order, or any activities being conducted pursuant to this Section 21, Supplier shall diligently proceed with performance of the Purchase Order. "Business Day" shall mean a day other than a Saturday, a Sunday or a statutory holiday in the Province 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 in which the Buyer Address is located. Subject to Section 24, 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. Supplier 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 Supplier or its Affiliates, any failure of equipment of Supplier or its Personnel, or any delay of Supplier 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 Buyers supply of product in the event that a Sellers facility cannot continue to operate. Plans will be reviewed on a frequent basis to ensure that the contingencies listed are still 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 facsimile transmission addressed to the contact person of the applicable party and delivered to the Supplier Address or Buyer Address (as the case may be), or to Supplier’s or Buyer’s facsimile number (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 facsimile number 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 24) after being sent by facsimile transmission or 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 Supplier and the successors and permitted assigns of Buyer.

29. SUPPLIER MANUAL. Supplier will conform to the practices and processes indicated in the Trojan Technologies Supplier Manual which has been created to provide suppliers with an understanding of Trojan Technologies expectations in regards to quality, delivery and successful product launches. A copy is available at www.trojanuv.com/termsandconditions.

30. SUPPLIER CODE OF CONDUCT. Supplier will conform to the practices and processes indicated in the Trojan Technologies Supplier 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 is 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 is 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; CUSTOMS

For each shipment where products are sourced from outside the customs territory of the Canada, 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 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 as long as 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 NAFTA, this will be indicated on the certificate as well.

33. Branding

(a) 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, please contact the Buyer for direction.



(b) 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. Link exchange requests may be submitted to the Buyer Marketing Department.

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 at all times 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 or otherwise) that it is supplying products to, or performing services for Buyer.

These Terms and Conditions are the property of the Buyer. Supplier agrees and accepts that these Terms and Conditions may be amended by the Buyer from time to time and agrees to be bound by any such amendments five (5) business days following receipt by supplier of notice from buyer of such amendments. The current version of these Terms and Conditions are available for reference at www.trojanuv.com/termsandconditions.

Revised February, 2012. This revision supersedes all previous revisions and versions.

APPENDIX 1

Trojan Technologies Supplier Code of Conduct

At Trojan Technologies, 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 suppliers (as well as permitted subcontractors) who do business with Trojan Technologies subsidiaries, and with Trojan Technologies, if applicable, to share these same commitments. Trojan Technologies and its subsidiaries strongly encourage each Supplier to meet the following standards in all activities that relate directly or indirectly to Trojan Technologies or any of its subsidiaries. We will evaluate a supplier's compliance with these standards in determining whether to grant or continue approved status for such supplier. Suppliers that do not conform to these standards may be disqualified from approved status and/or have their business relationship with Trojan Technologies or the applicable Trojan Technologies subsidiary terminated.

Compensation. Supplier 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. Supplier will maintain work hours in compliance with all applicable wage and hour laws and regulations. Supplier 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. Supplier will not use forced or involuntary labour, including prison, bonded, indentured, or otherwise.

Child Labour. Supplier 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. Supplier will comply with all applicable laws and regulations regarding the employment of minors.

Coercion and Harassment. Supplier 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. Supplier 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. Supplier will provide a safe and healthy workplace for employees by endeavouring to meet or exceed international safety standards. Supplier must have procedures in place for handling emergencies such as fire, spills, and natural disasters.

Environmental Protection. Supplier 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. Supplier 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, Supplier will not: (A) violate, misappropriate or infringe upon the intellectual property rights of Trojan Technologies 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. Supplier will not bribe in any way any officer, director, manager, employee, representative or agent of Trojan Technologies, 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. Supplier'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. Supplier must immediately report to Trojan Technologies any "conflict of interest" of which they become aware. A "conflict of interest" is any circumstance, transaction or relationship directly or indirectly involving the Supplier in which the private interest of any employee of Trojan Technologies or any of its subsidiaries improperly interferes, or even appears to improperly interfere, with the interests of Trojan Technologies and its subsidiaries.

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

Monitoring and Compliance. Supplier understands that Trojan Technologies, 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 Trojan Technologies nor any of its subsidiaries or authorized agents assumes any duty to monitor or ensure compliance with this Code of Conduct, and Supplier understands that Supplier is solely responsible for full compliance with this Code of Conduct by its officers, directors, managers, employees, representatives and agents.

Management System and Communication. Supplier 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. Supplier must ensure that this Code of Conduct is adequately communicated to all employees. Supplier should immediately notify Danaher Corporation at +1-877-231-0852 upon learning of any known or suspected improper behavior by Supplier or by employees of Danaher or its subsidiaries.

