

JAMES ELECTRIC – TERMS & CONDITIONS OF PURCHASE

These Supplier Terms and Conditions of Purchase ("Terms and Conditions") apply to all purchases of goods and services by James Electric Motor Services Inc. ("James Electric") and are incorporated by reference into every purchase order issued by James Electric. Acceptance of a purchase order, commencement of performance, shipment of goods, provision of services, or submission of an invoice constitutes acceptance of these Terms and Conditions.

1. TERMS AND CONDITIONS: In these Terms and Conditions, "James Electric" means James Electric Motor Services Inc. These Terms and Conditions govern all purchases of goods and services by James Electric and are incorporated by reference into every purchase order issued by James Electric. No terms and conditions other than those set forth herein, including any terms and conditions contained in any quotation, proposal, acknowledgment, invoice, website, or other document issued by Seller, shall be binding upon James Electric unless expressly accepted in writing and signed by an authorized representative of James Electric. James Electric expressly reserves the right to revoke any purchase order at any time prior to receipt of Seller's acceptance. Any terms and conditions contained in any proposal, quotation, acknowledgment, invoice or other document issued by Seller that differ from, conflict with, or supplement these Terms and Conditions are rejected and shall not be binding upon James Electric, notwithstanding James Electric's acceptance of goods or services, payment, or any other act. Seller shall be deemed to have accepted these Terms and Conditions upon the earliest of: (a) acknowledgment of a purchase order; (b) commencement of performance; (c) shipment of any goods; (d) provision of any services; or (e) submission of an invoice relating to goods or services supplied to James Electric.

2. COMPLIANCE WITH LAWS: Seller warrants that all goods supplied and all services performed shall comply with all applicable federal, provincial and local laws, ordinances, codes, rules, regulations and standards, including without limitation those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational health and safety, including Transport Canada's Transportation of Dangerous Goods Regulations, Clear Language Edition, Hazardous Products Act (Canada), Hazardous Products Regulations and WHMIS requirements, as amended from time to time. Seller shall also comply with all applicable anti-corruption, anti-bribery, sanctions, export control and trade compliance laws, including the Corruption of Foreign Public Officials Act (Canada).

3. GOVERNING LAW: These Terms and Conditions and all purchase orders issued by James Electric shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of Alberta. The parties expressly acknowledge requiring these Terms and Conditions and all related documents to be drawn up in the English language.

4. TRANSPORTATION: Unless otherwise specified in the applicable purchase order, goods shall be shipped FOB prepaid to destination. Title to goods shall pass to James Electric only upon delivery to the destination specified by James Electric, regardless of FOB point. Delivery before the specified delivery date shall not cause passage of title, transfer of risk of loss, or establish the FOB point. Transportation charges on goods delivered FOB destination must be prepaid. No charges for unauthorized transportation shall be allowed. Any unauthorized shipment resulting in excess transportation charges shall be prepaid in full by Seller. Unauthorized transportation charges not prepaid may be offset by James Electric.

5. FORCE MAJEURE: Neither Seller nor James Electric shall be liable for failure or delay in performing obligations to the extent caused by events beyond the reasonable control of the affected party, including acts of God, war, revolution, civil commotion, blockade, embargo, governmental actions, fires, floods, earthquakes, pandemics, explosions, power failures, terrorism, acts of public enemies, strikes, slowdowns, picketing, boycotts, or similar causes beyond reasonable control.

6. DEFAULT: If James Electric incurs damages resulting from Seller's failure or delay in supplying goods or services, Seller shall be liable for such damages except where performance is excused by Section 5. James Electric may terminate all or part of any purchase order by written notice if Seller: (i) fails to meet required delivery or performance dates; (ii) fails to comply with these Terms and Conditions or any purchase order; or (iii) becomes insolvent, assigns assets for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings. Unless otherwise specified by James Electric, Seller shall have ten (10) days to cure such failure. Upon termination, James Electric may procure substitute goods or services, and Seller shall be liable for any additional costs incurred. James Electric may alternatively elect to extend delivery schedules, waive deficiencies, or require adequate assurance of performance. Seller shall promptly notify James Electric of any anticipated delay. James Electric may require expedited shipment at Seller's expense. The rights and remedies provided herein are cumulative and in addition to all rights and remedies available at law. In no event shall James Electric be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of profit, revenue, production, opportunity, or goodwill.

7. REJECTIONS: If any goods or services are defective, non-conforming, or otherwise fail to meet applicable requirements, James Electric may, at its option, repair or correct the deficiency at Seller's expense, require replacement or re-performance, reject and return goods at Seller's expense, or discontinue services. Goods or services shall not be replaced or continued without James Electric's written authorization. Acceptance of part of a shipment does not constitute acceptance of the remainder. Final acceptance shall not preclude claims relating to latent defects, fraud, gross negligence, or warranty obligations.

8. SET-OFF: James Electric shall be entitled at all times to set off any amount owed by Seller to James Electric against any amount payable by James Electric to Seller.

9. **PRICE:** Prices specified in a purchase order shall not be increased and terms shall not be changed without James Electric's written consent. Seller warrants that its prices are not higher than its lowest lawful prices for comparable quantities of similar goods or services. Any early-payment discounts shall be calculated from the later of the invoice date or receipt of accepted goods or services. Unless otherwise itemized, discounts shall apply to the full invoice amount.

10. **PAYMENT:** Upon receipt of a proper invoice, James Electric shall pay for goods delivered and accepted and services rendered and accepted. Payment may be withheld, deducted or offset if Seller is not performing in accordance with these Terms and Conditions or an applicable purchase order. No minimum charges shall be honored unless previously agreed in writing.

11. **HAZARDOUS SUBSTANCES:** Where goods contain hazardous substances, Seller shall provide all required notices, labels, Safety Data Sheets (SDS) and other information in English and shall keep such information current. Documentation and certifications required by applicable law or specification are material requirements prior to delivery or acceptance of goods. Failure to provide required documentation may result in withholding of payment.

12. **DELIVERY SCHEDULE:** Time is of the essence. James Electric may cancel any purchase order if delivery is not made within the specified schedule. James Electric may refuse early deliveries. Late deliveries may be returned at Seller's expense for full credit. Acceptance of late deliveries shall not waive any rights. James Electric may purchase substitute goods and Seller shall be liable for any excess cost incurred.

13. **SHIPMENT:** All goods shall be properly packaged for shipment. Seller shall comply with James Electric's shipping and routing instructions. Any loss or damage resulting from improper packaging shall be borne by Seller. Each shipment shall clearly identify the applicable purchase order number and related item number. Shipments containing Dangerous Goods shall comply with all applicable Transportation of Dangerous Goods requirements and Seller shall be solely responsible for proper marking, labeling and documentation. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the Purchase Order.

14. **AUDIT:** Seller shall maintain complete and accurate records in accordance with generally accepted accounting principles relating to transactions involving James Electric. James Electric or its representatives may audit such records and facilities at reasonable times and upon reasonable notice.

15. **SECURITY & CONFIDENTIALITY:** Seller shall maintain commercially reasonable administrative, technical and physical safeguards to protect James Electric information against unauthorized access, disclosure, modification or destruction. Seller shall keep confidential all technical, commercial, pricing, customer, operational and other information disclosed by James Electric and shall not disclose such information without prior written consent. These obligations survive completion, expiration or termination of the parties' relationship.

16. **CERTIFICATES OF ORIGIN AND CUSTOMS DOCUMENTATION:** Seller accepts full responsibility for the completeness and accuracy of Certificates of Origin and all customs documentation supplied to James Electric and shall be responsible for any liabilities arising from inaccuracies or non-compliance.

17. **PATENT AND COPYRIGHT INDEMNITY:** Seller represents and warrants that goods and services supplied to James Electric do not infringe any patent, copyright, trademark or other intellectual property right. Seller shall indemnify and hold harmless James Electric from all claims, damages, liabilities, costs and expenses arising from any alleged infringement.

18. **INDEMNIFICATION:** To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless James Electric, its customers, directors, officers, employees and agents from and against all claims, liabilities, losses, damages, costs and expenses, including legal fees, arising from injury, death, property damage, breach of warranty, product liability, or any act or omission of Seller, its employees, agents or subcontractors, except to the extent caused solely by the negligence of James Electric.

19. **WAIVER:** James Electric's failure to insist upon strict compliance with any provision shall not constitute a waiver of any right. No waiver shall be effective unless in writing and signed by an authorized representative of James Electric.

20. **TAXES:** Unless prohibited by law, Seller shall be responsible for all taxes, duties and other governmental charges applicable to the goods or services supplied. Prices shall be deemed to include all such amounts unless expressly stated otherwise.

21. **WARRANTY:** Seller warrants that it has good and marketable title to all goods supplied free and clear of liens and encumbrances. Seller further warrants that all goods shall conform to specifications, approved samples and purchase order requirements; shall be merchantable, fit for intended purpose and free of defects in design, materials and workmanship; and that all services shall be performed in a professional and workmanlike manner in accordance with the highest industry standards. These warranties shall remain in effect for a minimum of one (1) year following installation or first use by James Electric or its customer, and in any event not less than eighteen (18) months from delivery, or for any longer warranty period otherwise available. If any defect or non-conformity occurs, James Electric may retain defective goods with a price adjustment, require repair or replacement at Seller's expense, or replace the goods and recover all associated costs from Seller. These warranties survive inspection, acceptance and payment and extend to James Electric, its customers and their successors.

22. **TERMINATION BY JAMES ELECTRIC:** James Electric may terminate or suspend any purchase order, in whole or in part, at any time upon two (2) days' written notice. Upon receipt of notice, Seller shall immediately cease performance and comply with James Electric's instructions concerning completed goods, work in progress and materials. Seller shall be entitled only to reasonable costs incurred prior to termination together with a reasonable profit thereon, provided such amount shall not exceed the applicable purchase order value. Seller shall not be entitled to incidental, special or consequential damages and any claim for termination costs must be submitted within ten (10) days of receipt of notice.

23. **INSURANCE:** Seller shall maintain commercial general liability insurance throughout the warranty period with limits of not less than CAD \$2,000,000 per occurrence, whether through a primary policy, umbrella policy or combination thereof. Upon request, Seller shall provide a certificate of insurance naming James Electric as an additional insured.

24. **ENTIRE AGREEMENT:** These Terms and Conditions, together with the applicable purchase order and any documents expressly incorporated therein by James Electric, constitute the entire agreement between the parties relating to the purchase of goods and services. No course of dealing, usage of trade, quotation, acknowledgment, invoice, website posting or other document issued by Seller shall modify these Terms and Conditions unless expressly agreed to in writing by an authorized representative of James Electric. James Electric may amend these Terms and Conditions by publishing an updated version on its website, provided such amendments shall apply prospectively to purchase orders issued after the effective date of the revised Terms and Conditions.