



PURCHASE ORDER TERMS AND CONDITIONS

(Valid from January 1, 2025)

1. APPLICATION

1.1. These Purchase Order Terms and Conditions (“Terms and Conditions”), as may be amended from time to time, apply to all Purchase Orders issued by Sofina to Supplier for the purchase of Goods and/or Services, unless expressly amended or modified in a written agreement signed by authorized representatives of Sofina and Supplier. Sofina may revise these Terms and Conditions as it deems necessary, in its sole discretion. In the event Sofina makes revisions, an updated version of this document will be posted to Sofina’s website, indicating the date of effectiveness. The version of the Terms and Conditions in effect at the time Sofina issued the Purchase Order shall remain in effect for the duration of the Purchase Order, unless Sofina and Supplier agree otherwise in writing.

2. DEFINITIONS. For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

2.1. **“Applicable Laws”** means any and all applicable laws, statutes, by-laws, rules, regulations, orders, codes and conventions, together with all policies, notices, directions, directives and standards that are legally mandatory in nature, of any governmental authority in any jurisdiction, affecting the obligations of either of the parties from time to time, including without limitation, those relating to (i) the origin, manufacture, labeling, transport, import, export, licensing, approval or certification of Goods or Services; and (ii) competition, anti-corruption, corporate governance, taxation, financial disclosure, data privacy, consumer protection, subcontractor selection, discrimination, hiring, wages and conditions of employment, environmental or occupational health or safety, food safety, or governmental requirements relating to restricted, toxic or hazardous materials, conflict minerals or environmental, electrical and electromagnetic considerations, whether applicable to the country of origin, manufacture, sale, shipment, performance, receipt or use of the Goods or Services.

2.2. **“Background IP”** means Intellectual Property owned or licensed by Sofina or Supplier prior to the Effective Date of the Purchase Order, which Sofina or Supplier makes available, contributes, brings to or uses in connection with the Purchase Order.

2.3. **“Blanket Order”** means a Purchase Order under which Supplier will supply certain Goods or Services to Sofina on an “as and when required” basis for a defined period of time at an established price, in accordance with the quantities and delivery schedules specified in one or more subsequent Releases issued by Sofina pursuant to the Purchase Order. A Blanket Order may provide a non-binding forecast of the quantity of Goods and/or Services that may be ordered by Sofina.

2.4. **“Claims”** means all actions, suits, liabilities, claims, demands, judgments, damages, losses, costs, expenses and fees (including attorneys’ fees and other professional fees).

2.5. **“Contract IP”** means Intellectual Property authored, conceived, developed, first reduced to practice or otherwise created by or on behalf of Sofina or Supplier (including without limitation by any person or entity employed by or working under the direction of Supplier or Sofina) as a result of, for the purpose of, or in connection with performance of a Purchase Order, including, without limitation, any such Intellectual Property embodied in or required for the use, operation or commercialization of Goods or Services provided by Supplier to Sofina.

2.6. **“Customer”** means Sofina’s customer.

2.7. **“Goods”** means all goods, materials, components, hardware, intermediate assemblies, equipment, molds, supplies, end products, software, data and information purchased or to be purchased by Sofina from Supplier as described on the face of the Purchase Order or on any document expressly referenced on the face of such Purchase Order describing such Goods. For the avoidance of doubt, software includes, without limitation, software embedded in hardware, which is written to control the particular hardware that it runs on.

2.8. **“Intellectual Property”** means all present and future patent rights, inventions, copyrights, trademark rights, rights in trade dress, rights in trade-secrets and know-how, design rights, database rights, business and domain name rights, moral rights, and any other similar rights or intangible assets recognized under any laws or international conventions and in any country or jurisdiction in the world, whether registrable, registered or patentable, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

2.9. **“Services”** means all services (including any part of the specified services and any ancillary services) purchased or to be purchased by Sofina from Supplier as described on the face of the Purchase Order or on any document expressly referenced



on the face of such Purchase Order describing such Services. Services includes, without limitation, labour, work, efforts, repairs, maintenance, quality control, transportation services, and administration services performed or to be performed by Supplier pursuant to a Purchase Order.

2.10. **"Supplier"** shall mean the person, firm, company or other legal entity, including the entity's owner, officers, directors, partners or agents, providing or performing Goods or Services to Sofina under a Purchase Order.

2.11. **"Purchase Order"** means the purchase order for Goods and/or Services issued by Sofina to Supplier, which provides, among other things, a description of the Goods and/or Services and their price, and incorporates these Terms and Conditions, as may be amended from time to time. For the avoidance of doubt, all references to "Purchase Order" herein includes the express terms contained on the face of the Purchase Order, the Terms and Conditions stated herein, and all Releases, if any, issued or transmitted from time to time by Sofina to Supplier with respect thereto. Purchase Order includes, without limitation, a Blanket Purchase Order and a Spot Buy Order. A Purchase Order may be in the form of, without limitation, Sofina's standard purchase order document or otherwise, and includes email or other electronic correspondence from Sofina to Supplier.

2.12. **"Release"** means a delivery or shipping release, authorization or similar written instructions issued by Sofina to Supplier, which specifies the firm quantity of Goods and/or Services that Supplier is to provide to Sofina by the date and at the delivery times set forth therein and pursuant to a Purchase Order. A Release may authorize fabrication of material and the purchase of a firm quantity of raw materials or components for a specified period.

2.13. **"Spot Buy Order"** means a one-time order for a given quantity of Goods and/or Service.

2.14. **"Third-Party IP"** means Intellectual Property owned by a party other than Supplier or Sofina that is embodied in, attaches to or is otherwise required for the use, operation, functioning, performance or commercialization of Goods and/or Services purchase by Sofina from Supplier.

2.15. **"Sofina"** means Sofina Foods Inc. or its applicable subsidiary or affiliate as specified in the Purchase Order.

3. ACCEPTANCE OF PURCHASE ORDER

3.1. Nothing in these Terms and Conditions shall obligate Sofina to order Goods or Services from a supplier or obligate a supplier to accept a Purchase Order from Sofina. Each Purchase Order is limited to and conditional upon Supplier's acceptance of these Terms and Conditions exclusively.

3.2. The Purchase Order is effective and a contract is formed upon Supplier's acceptance of the Purchase Order. Each Purchase Order, together with these Terms and Conditions, shall be deemed accepted by Supplier upon the earlier to occur of the following: (i) Supplier indicates its acceptance of the Purchase Order orally or in writing, including by electronic communication; (ii) Supplier at any time provides, commences work on, delivers or performs all or any part of the Goods or Services set out in the Purchase Order; (iii) Supplier accepts payment for all or any part of the Goods or Services set out in the Purchase Order; or (iv) Supplier engages in any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order.

3.3. A Purchase Order does not constitute an acceptance by Sofina of any offer or proposal made by Supplier. Acceptance of a Purchase Order is expressly limited to the terms and conditions on the face of the Purchase Order and these Terms and Conditions, and Sofina hereby objects to, and shall not be bound by, any additional or different terms or conditions proposed by Supplier, including via any Supplier quotation, proposal, terms and conditions of sale, or other forms, or in any correspondence from Supplier, except as expressly agreed to and signed by an authorized representative of Sofina in writing. For further clarity, Supplier acknowledges and agrees that a Purchase Order shall not be deemed to be acceptance by Sofina of any offer to sell, any quotation or any proposal by Supplier and reference to any such offer to sell, quotation or proposal will not constitute a modification of the Purchase Order. Any reference in the Purchase Order to any offer, quotation or proposal made by Supplier is solely to incorporate the description or specifications of Goods or Services in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Purchase Order.

3.1. In the event of a conflict between these Terms and Conditions and any other express term on the face of the Purchase Order, these Terms and Conditions shall take precedence, unless the parties have expressly agreed in writing signed by an authorized representative of each party to make such deviation.

4. CHANGES IN PURCHASE ORDER

4.1. Sofina reserves the right at any time, by written notice, to make changes or cause Supplier to make changes to a Purchase Order, including without limitation changes to design, specifications, samples, descriptions, processing, methods of



performance, shipment, packing or place or time of delivery of Goods or Services or otherwise to the scope of work covered by a Purchase Order. Supplier shall promptly make any such requested changes. If any such requested changes directly affect the price or time required for performance of the Purchase Order by Supplier, an equitable adjustment shall be made provided that: (i) Supplier provides Sofina with a written claim for equitable adjustment within ten (10) days from receipt by Supplier of the Purchase Order change request authorized by Sofina, and (ii) after auditing such claim, Sofina determines, in its sole discretion, that an equitable adjustment in price or time required for performance is appropriate. Any claim by Supplier for equitable adjustment to cost or time for performance under a Purchase Order must be solely and directly the result of the change requested by Sofina and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Sofina to verify such claim. In addition, Sofina shall have the right to audit all relevant records, facilities, work or materials of Supplier to verify such claim. Sofina may, in its sole discretion, cancel the Purchase Order if agreement on an equitable adjustment cannot be reached between Sofina and Supplier. No substitutions, changes or modifications to Goods or Services or otherwise to the scope of a Purchase Order shall be made unless previously approved in writing by an authorized representative of Sofina. Any changes by Supplier to any Purchase Order or to the Goods or Services covered by a Purchase Order without the prior written approval of an authorized representative of Sofina shall constitute a material breach of the Purchase Order.

5. QUANTITY, DELIVERY AND DELAY

- 5.1. Supplier shall provide and perform all Goods and Services, as applicable, in accordance with the specifications and approved samples, and in accordance with the terms of the Purchase Order (including, without limitation, timing, price, quantities and warranties). Failure of Supplier to comply with such requirements shall entitle Sofina, in addition to any other rights or remedies afforded to Sofina by law, equity or otherwise, to terminate the Purchase Order and be relieved of any liability.
- 5.2. Time and quantity of delivery of Goods and Services are of the essence under each Purchase Order. Supplier shall be responsible for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance, unless otherwise expressly agreed to by an authorized representative of Sofina in writing. If, at any time, it appears that Supplier may not meet specified delivery or performance schedule for any reason, Supplier shall immediately notify Sofina of the estimated duration of and reasons for any delay. Failure of Sofina to insist upon strict performance shall not constitute a waiver of any of term of the Purchase Order or waiver of any default. Any failure by Sofina to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installment(s).
- 5.3. Any quantities listed in a Purchase Order as estimated or forecasted are only an estimate of the quantities of Goods or Services Sofina estimates it might purchase from Supplier under the Purchase Order. Any such estimates or forecasts are subject to change from time to time, with or without notice to Supplier, and shall not under any circumstance be binding on Sofina. Unless otherwise expressly stated on the face of the Purchase Order, Sofina makes no representation, warranty, guarantee or commitment of any kind, whether express or implied, to Supplier in respect of Sofina's quantitative requirements. Unless otherwise expressly stated on the face of the Purchase Order, if no quantity is specified on the Purchase Order or if the quantity is blank or states the quantity is to be determined or subject to "as needed" or subject to a "release" or similar terms, then Supplier will supply Sofina's requirements for Goods and Services in such quantities as identified by Sofina in subsequent Releases that are transmitted to Supplier during the term of the Purchase Order, and Supplier will supply all such Goods and Services on such terms as specified in the Purchase Order.

6. TITLE AND RISK OF LOSS

- 6.1. All Goods shall be suitably packed (if packaging applies), marked with an identifier for the Purchase Order, and delivered to Sofina in accordance with Sofina's delivery instructions and, if Goods are to be shipped, in accordance with the applicable requirements of common carriers.
- 6.2. Title to the Goods shall pass to Sofina upon receipt and acceptance of the Goods by Sofina at Sofina's facility where the Goods are to be used. Sofina is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries or damaged or non-conforming Goods or Services. Unless otherwise specifically agreed in writing signed by an authorized representative of Sofina, risk that Goods may be lost, damaged or delayed in transit, shall remain with Supplier until conforming Goods have been received and accepted by Sofina. Supplier shall be liable to Sofina for any loss or damage resulting from Supplier's failure to provide adequate protection for Goods during shipment or delivery. Any additional expenses, charges or claims incurred as a result of deviation from a specified route, non-compliance with delivery instructions, or improper description of Goods in shipping documents shall be assumed solely by Supplier.

7. PRICES

- 7.1. Sofina shall not be billed at prices higher than those stated on the Purchase Order, and no additional expenses, premiums or charges of any kind shall be imposed, unless specifically authorized by a Purchase Order change notice signed by an authorized representative of Sofina. For further clarity, prices charged for Goods and Services listed on the Purchase Order are not subject



to increase, including specifically any increase based on changes in raw material or component pricing, labor or overhead, or currency fluctuations unless specifically agreed to in writing signed by an authorized representative of Sofina. Supplier assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, increases in raw material or component costs, inflation, increases in labor and other production and supply costs, and any other event which impacts the price or availability of materials, supplies or labour.

- 7.2. Supplier represents and warrants that the price charged for Goods and Services covered by the Purchase Order is the lowest price charged by Supplier to Sofina or a class of customer similar to Sofina under conditions similar to those specified in the Purchase Order and that prices comply with all Applicable Laws in effect at time of quotation, sale, performance or delivery. If, before delivery of the Goods or Services, Supplier reduces the prices for like goods or services to one or more of its customers in a class comparable to Sofina, the price specified in the Purchase Order shall likewise be reduced. Supplier agrees that any price reduction made in Goods and Services covered by a Purchase Order subsequent to the effective date of such Purchase Order will be applicable to such Purchase Order.

8. PAYMENT TERMS

- 8.1. Except as otherwise expressly stated on the face of the Purchase Order, Sofina shall pay net invoices for Goods or Services (subject to applicable withholding taxes, charge backs, and set-offs, if any) in accordance with MNS2 payment terms. Sofina may withhold payment if Supplier has not complied with its obligations under the Purchase Order. Without limiting the foregoing, Sofina may withhold payment pending receipt of evidence, in the form and detail as Sofina may direct, of the absence of any liens, encumbrances, or claims on Goods or Services under the Purchase Order. Payment will not constitute acceptance of nonconforming Goods, nor will it limit or affect any of Sofina's rights under the Purchase Order.

9. WARRANTIES

- 9.1. In addition to all express warranties set forth on the face of the Purchase Order and all warranties implied in fact or law, Supplier expressly warrants and guarantees to Sofina, to Sofina's successors, assigns and Customers and to any end-users of Sofina's products, that:

- i. Supplier will convey good and merchantable title to the Goods to Sofina free and clear of any liens, claims and encumbrances of any nature;
- ii. all Goods and Services will comply with all Applicable Laws;
- iii. all Goods provided to Sofina will be of good and merchantable quality;
- iv. all Goods and Services will conform with Sofina's specifications, standards, drawings, samples, descriptions, delivery instructions and other requirements as approved by or furnished to or by Sofina;
- v. Supplier knows of Sofina's and/or its Customer's intended use for the Goods and Services and all Goods and Services will be provided or performed by Supplier, as applicable, in a professional and workmanlike manner, acceptable in the industry and consistent with all standards, and will be fit and sufficient for the particular purpose intended by Sofina and/or its Customer;
- vi. all Goods and Services will be free from any defects, latent or otherwise, including any defects in design (even if the design was previously approved by Sofina or its Customer);
- vii. unless otherwise expressly stated in the Purchase Order, none of the Goods and Services, as applicable, are used, remanufactured, refurbished or reconditioned or of such age, material or condition so as to impair their fitness, usefulness or safety;
- viii. Goods and Services, and their use, sale, lease, distribution, or other commercialization by Sofina or Sofina's Customers do not and will not infringe, misappropriate, or contribute to the infringement of any third party's Intellectual Property or any other proprietary right of any third party, or subject Sofina or its Customers to pay royalties anywhere in the world.

- 9.2. Supplier further represents and warrants that Supplier is duly organized and authorized to enter into the Purchase Order and perform its obligations under the Purchase Order, and Supplier holds all permits, licenses and similar authority necessary for performing its obligations under the Purchase Order (which includes these Terms and Conditions) and in conformance with all Applicable Laws.



- 9.3. All representations and warranties are intended to provide Sofina, its successors and assigns with protection from any and all warranty claims brought against Sofina by its Customers or end-users of Sofina's products. This includes, but is not limited to, meeting any Customer-required warranties relating to the Goods or Services in question or products into which the Goods or Services are incorporated. All such Customer-required warranties are incorporated by reference.
- 9.4. All representations and warranties of Supplier set out above or that are implied by law or fact shall survive inspection, delivery, acceptance and/or payment by Sofina, and shall survive completion of the Purchase Order and expiry or termination of the Purchase Order for any reason. All warranties will be effective for the longer of (i) the period provided by Applicable Law; (ii) the warranty period provided in any document incorporated by reference into the Purchase Order, including in Sofina's or Sofina's Customer's specifications; (iii) the warranty period provided by Sofina to its Customer. Notwithstanding the expiration of the warranty period set forth herein, Supplier shall be liable for all costs and damages associated with the conduct of any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods or Services failed to conform to the warranties provided by Supplier herein, including without limitation, any costs associated with determining whether a Remedial Action is needed.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Unless otherwise expressly approved in writing by an authorized representative of Sofina, all Contract IP shall vest in Sofina and Sofina shall be the sole and exclusive owner of all Contract IP as and when created. To the extent that Supplier or any of Supplier's employees or contractors own or are deemed to own any of the Contract IP, Supplier hereby irrevocably assigns and expressly warrants that it will procure an irrevocable assignment of (as applicable), without further consideration, all right, title and interest in and to the Contract IP to Sofina in perpetuity and on a worldwide basis. If applicable law prevents future assignments, Supplier shall irrevocably assign (or procure the irrevocable assignment of) any such right, title and interest in the Contract IP as these are created. Supplier shall not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Contract IP, Goods and Services, and will ensure that all of its employees, contractors and any third parties who have moral rights in Contract IP, Goods or Services will also not assert, and to the extent permitted by applicable law, will waive, all such moral rights. Supplier further represents and warrants that any contractors of Supplier will have contracts with Supplier in writing consistent with the terms of this Section 10.
- 10.2. Each party shall be and remain the sole and exclusive owner of all right, title and interest in and to its Background IP. Notwithstanding the foregoing, Supplier hereby grants to Sofina a fully paid up, perpetual, irrevocable, royalty-free, non-exclusive, transferable and sublicensable worldwide license ("License") to disclose, modify, reproduce, distribute, sell, transmit, create derivative works from, put into practice, commercialize and otherwise use Supplier's Background IP as required for Sofina's or its Customer's intended use of the Goods and/or Services, whether in whole or in part. The foregoing License shall include the right to sublicense any or all rights granted to Sofina under the License to Sofina's Customer or any party who provides or procures goods or services to or from Sofina. For the avoidance of doubt, Supplier agrees and acknowledges that the value of such License is included in the price paid by Sofina to Supplier for the Goods and Services under the Purchase Order and no additional consideration, monetary or otherwise shall be due to Supplier as a result of such License.
- 10.3. Supplier will not include any Third-Party IP in any Goods or Services provided to Sofina without Sofina's express prior written approval of such inclusion and without first obtaining, at no additional cost to Sofina, a license that permits use of such Third-Party IP by Sofina, for the purpose and duration that the Goods and Services are to be used, as determined by Sofina in advance and in its sole discretion.
- 10.4. Supplier shall promptly execute and deliver such instruments and take such other action as may be required and requested by Sofina from time to time to carry out the assignments, waivers and any other transactions contemplated by this Section 10.
- 10.5. Supplier's obligations under this Section 10 shall survive expiry or termination of the Purchase Order for any reason.

11. INDEMNIFICATION BY SUPPLIER

- 11.1. To the fullest extent permitted by law, Supplier shall indemnify, defend and hold harmless, Sofina and its respective affiliates, partners, directors, officers, employees, agents, successors, assigns and Customers (collectively, "Sofina Parties") from and against any and all Claims of whatever kind that are incurred by or asserted against any or all of the Sofina Parties in connection with or arising from any actual or alleged: (i) negligent, willful, reckless or wrongful act or omission of Supplier, its employees or contractors in connection with the Goods or Services provided by Supplier or performance of the Purchase Order; (ii) breach or failure of Supplier to comply with any of Supplier's representations and warranties or other terms of the Purchase Order (including any part of these Terms and Conditions); (iii) breach of a contractual or fiduciary obligation owed by Supplier to a third party (including misappropriation of trade secrets); (iv) claims based on personal injury, death, damages to property, strict liability in tort or based on any other theory of law in connection with the Goods or Services provided by Supplier, including as a result of any claim that the Goods or Services provided by Supplier are defective or fail to conform to or comply with any Applicable Laws,



or based upon or arising out of any construction, installation, services or facilities provided by Supplier under or in connection with the Purchase Order; or (v) infringement of any patent, copyright, design right, trade mark, trade name, trade secret or other Intellectual Property relating to the Goods or Services, including without limitation, any claim of direct or contributory infringement, or inducement to infringe. Supplier's obligation to indemnify will apply regardless of whether the Claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

- 11.2. If any Goods or Services are subject to a claim or allegation of infringement or misappropriation of Intellectual Property or a third party in any way enjoins, interferes or otherwise restricts Sofina's or its Customer's use or exploitation of any Goods or Services, then in addition to Supplier's obligations under Subsection 11.1 above, Supplier shall, at its sole option, cost and expense, and without prejudice to any other right or remedy available to the Sofina Parties, (i) obtain any licenses, assignments and other rights necessary to permit Sofina and/or its Customer to continue to use or exploit the Goods or Services in accordance with the rights granted to Sofina under the Purchase Order; (ii) replace or modify the Goods or Services as necessary to permit Sofina to continue to use or exploit the Goods or Services, without any degradation of the performance or quality of the affected Goods or Services; or (iii) promptly refund to Sofina the full amount paid for the affected Goods or Services.
- 11.3. The indemnification provisions under this Section 11 are not exclusive, shall not limit any other rights or remedy available to the Sofina Parties, and shall survive expiration or termination of the Purchase Order for any reason.

12. INSURANCE

- 12.1. Supplier shall procure and maintain, at its sole expense, general commercial and product liability insurance in such amounts and with a carrier or carriers reasonably acceptable to Sofina, including but not limited to the following coverage: (a) Commercial General Liability, including contractual liability coverage, with limits of at least \$5,000,000 Per Occurrence; (b) Bodily Injury & Property Damage - \$5,000,000; Personal & Advertising Injury - \$5,000,000; Products/Completed Operations - \$5,000,000 General Aggregate; (c) Commercial Auto Liability with a combined single limit of not less than \$2,000,000 per occurrence; (d) Workers Compensation as prescribed by the province/territory in which the work is to be performed; (e) Employers Liability with limits of at least \$5,000,000 each accident, \$5,000,000 each employee by disease, \$5,000,000 policy limit by disease, and (f) All Risks Property Insurance on a replacement cost basis insuring the (x) Supplier's real and personal property, (y) paid stock while it is warehoused with Supplier; and (z) Sofina's property while with Supplier. Sofina shall be named as an additional insured to the Commercial General Liability and Commercial Automobile Liability coverage, with respect to work performed under this Agreement. Supplier shall also require its agents or subcontractors who may enter upon Sofina's premises or conduct work associated with this Agreement to maintain the same coverage required herein.
- 12.2. The insurance shall provide that the policy shall not be cancelled or reduced in coverage until ten (10) business days after written notice shall have been given to Sofina of cancellation or reduction in coverage. All such insurance shall name Sofina as a loss payee and additional insured. Supplier shall further ensure that all such insurance is primary and does not call into contribution any other insurance coverage available to Sofina or its Customers. Supplier shall furnish Sofina with certificates of such insurance upon request. If Supplier fails to maintain insurance under any Purchase Order, Sofina shall have the right to procure such insurance and Supplier shall reimburse Sofina on demand, for all actual costs and expenses of such insurance.

13. SUPPLIER'S BREACH OF AGREEMENT

- 13.1. The remedies available to Sofina under the Purchase Order (including these Terms and Conditions) shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided for or allowed by law, at equity or otherwise. Supplier shall be responsible for any and all losses, liabilities, expenses and damages, including, but not limited to, any special, incidental and consequential damages, which are indirectly or directly incurred by Sofina or Sofina's Customers as a result of any breach by Supplier of the Purchase Order (including any portion of these Terms and Conditions). Supplier expressly acknowledges and agrees that should any Goods or Services fail to conform to the warranties set forth herein or should Supplier fail to deliver any Goods or Services in accordance with the terms of the Purchase Order, including any technical specifications, quantities or delivery specifications, Supplier will, if requested by Sofina, reimburse Sofina for any special, incidental and consequential damages caused by nonconforming Goods or Services, including, but not limited to, costs, expenses and losses incurred by Sofina (i) in inspecting, repairing or replacing such nonconforming Goods or Services; (ii) resulting from production interruptions or plant shutdowns, (iii) in conducting Remedial Actions, and (iv) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Goods or Services. Supplier further acknowledges and agrees that any actual, anticipatory or threatened breach of the Purchase Order by Supplier may cause Sofina irreparable harm and that, in addition to all other rights and remedies which Sofina may have, Sofina shall be entitled to specific performance and interlocutory and permanent injunctive or other equitable relief as a remedy for any such breach.

14. NON-ASSIGNABILITY



14.1. Supplier may not assign, delegate or subcontract the Purchase Order or any interest in the Purchase Order, including any performance or any amount that may due under the Purchase Order, without Sofina's express prior written consent. This provision shall not restrict Supplier in the procurement of component parts, provided that Supplier shall assign to Sofina all manufacturer's warranties for such component parts not manufactured by Supplier, and shall take all necessary steps required by such third-party manufacturers to assign such warranties to Sofina. Supplier shall be solely responsible for ensuring that any and all third parties to whom Supplier assigns or subcontracts any of work under the Purchase Order are bound by all of the terms and conditions of the Purchase Order (which includes these Terms and Conditions). Sofina may assign any benefit or duty under a Purchase Order to any third party upon notice to Supplier with or without consent.

15. TERMINATION

15.1. Sofina may, at its option and in its sole discretion, terminate all or any part of a Purchase Order, effective immediately upon written notice to Supplier, and without any liability to Supplier, in the event: (i) Supplier ceases to exist, becomes insolvent, becomes the subject of bankruptcy or insolvency proceedings, a receiver or trustee is appointed for Supplier or Supplier executes an assignment for the benefit of creditors; (ii) Supplier is unable to promptly provide Sofina with adequate reasonable assurance of Supplier's financial capability to perform any of Supplier's obligations under the Purchase Order on a timely basis; (iii) Supplier fails or threatens not to deliver or perform Goods or Services in accordance with the terms of a Purchase Order; or (iv) Supplier repudiates, materially breaches or threatens to materially breach any term of the Purchase Order (including any portion of these Terms and Conditions). Except for conforming Goods or Services delivered to and accepted by Sofina prior to termination, Sofina will have no obligation for payment to Supplier if Sofina terminates the Purchase Order or any portion thereof pursuant to this Subsection 15.1, and any such termination shall be without prejudice to any claims which Sofina may have against Supplier.

15.2. Supplier may not suspend or adjourn its performance of a Purchase Order for any reason. Supplier may terminate a Purchase Order for non-payment of any undisputed amount due for Goods or Services under the Purchase Order provided that: (i) Supplier gives Sofina written notice of Supplier's intent to terminate the Purchase Order if such undisputed amounts are not paid, such notice setting out the specific Purchase Order, the amounts past due, and their due date; and (ii) Sofina fails to pay such undisputed amounts within sixty (60) days following receipt of Supplier's written notice of its intent to terminate for non-payment. Other than the foregoing limited right to terminate for non-payment of undisputed amounts, Supplier may not terminate a Purchase Order for convenience or any other reason, unless explicitly authorized in writing signed by an authorized representative of Sofina.

15.3. In addition to any other rights of Sofina to terminate all or part of a Purchase Order, Sofina may at its option and in its sole discretion, terminate all or any part of a Purchase Order at any time for convenience or any other reason, upon at least fifteen (15) days written notice to Supplier, and notwithstanding the existence of any Force Majeure Event. Upon receipt of notice of termination under this Subsection 15.3, Supplier shall, to the extent directed by Sofina: (i) inform Sofina of the extent to which Supplier has completed performance of the Purchase Order as of the date of the notice of termination; (ii) cease all work under the Purchase Order; and (iii) take action to protect all property in Supplier's possession or control in which Sofina has or may have an interest in pursuant to the Purchase Order. Supplier shall promptly submit to Sofina any claims relating to such termination, and in any event within fifteen (15) days from the effective date of the notice of termination of unless Sofina explicitly agrees otherwise.

15.4. Upon effective termination of the Purchase Order by Sofina under Subsection 15.3, Sofina shall pay to Supplier only the following amounts, without duplication: (i) the price specified in the Purchase Order for Goods and Services delivered or performed and accepted by Sofina prior to the effective date of termination that fully conform to the requirements of the Purchase Order and for which Supplier has not been paid; and (ii) the actual costs for work-in-process, component parts and raw materials directly incurred by Supplier as a result of performing its obligations under the Purchase Order, which costs shall have been authorized by Sofina in advance and only to the extent such costs are reasonable in amount and are properly allocated and apportioned under general accounting principles to the terminated portion of the Purchase Order. Under all circumstances and without regard to any quantities referenced in a Purchase Order, forecast or any other documents, Sofina shall not be liable to pay Supplier for: (i) Goods, Services, work-in-process, component parts or raw materials manufactured or procured by Supplier in amounts in excess of those authorized by the Purchase Order; (ii) Goods, Services, work-in-process, component parts or raw materials that are damaged or destroyed or that are not merchantable or useable; (iii) any undelivered Goods, that are in Supplier's standard stock or that are readily marketable; or (iv) work-in-process, component parts or raw materials inventory that can be used by Supplier in producing goods for itself or for others or that can be returned to Supplier's suppliers or subcontractors for credit. Except as provided in this Subsection 15.4, Sofina shall not be liable for and shall not be required to make payments to Supplier directly, or on account of any claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development or engineering costs, facilities and equipment, rearrangement costs or rental, unamortized depreciation costs, human resource cost or general and administrative burden charges resulting from or arising out of termination of all or part of the Purchase Order.

15.5. Subject to Section 19, Supplier may, with Sofina's prior written consent, retain or sell at an agreed price any of the Goods,



Services, work-in-process, component parts or raw materials inventory, the cost of which is allocated or apportioned to the Purchase Order under Subsection 15.4, and shall credit or pay the amounts so agreed or received as directed by Sofina, with an appropriate adjustment for any savings in delivery costs. Supplier shall, if directed by Sofina, transfer title to and make delivery to Sofina of any Goods, work-in-process, component parts or raw materials inventory not retained or sold.

16. FORCE MAJEURE

16.1. Neither party shall be liable for any failure or delay to perform its obligations under a Purchase Order if and to the extent such failure or delay is due to an act or occurrence beyond that party's reasonable control and without its fault or negligence such as an act of God, government embargo, fire, earthquake, natural disaster, war, riot, or inability to obtain power (a "Force Majeure Event"), provided that written notice of such failure or delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days from the occurrence of such Force Majeure Event. A Party's insolvency or lack of financial resources shall not constitute or be deemed to constitute a Force Majeure Event. Supplier acknowledges and agrees that any change in the cost, availability or profitability of goods, materials (including raw materials) or components based on market or economic conditions, supplier's actions, or contract disputes, or any labor strike or other labor disruption applicable to Supplier or any of its subcontractors or suppliers, shall not excuse Supplier's non-performance under theories of force majeure, commercial impracticability or otherwise and Supplier specifically assumes these risks.

16.2. In the event of Supplier's delay or failure to perform its obligations as a result of a Force Majeure Event, Sofina may, at its option and in its sole discretion, without any liability to Supplier: (i) extend the date of delivery of Goods or performance of Services for a period equal to the time lost because of the delay; (ii) procure Goods or Services from other sources and reduce the total Goods or Services ordered and amount payable to Supplier by such quantities; (iii) require Supplier to deliver to Sofina at Sofina's expense all work-in-process, component parts and raw materials produced or acquired for work under the affected Purchase Order; and/or (iv) have Supplier provide Goods or Services from other sources in quantities and at times requested by Sofina, at the price set out in the Purchase Order. In addition to any other right of termination available to Sofina, Sofina may terminate all or any part of the Purchase Order without liability, immediately upon written notice to Supplier, if any delay or failure to perform by Supplier exceeds twenty (20) days, and Supplier shall reimburse Sofina for reasonable costs associated with such termination.

17. LIMITATION OF LIABILITY

17.1. SOFINA'S MAXIMUM AGGREGATE LIABILITY TO SUPPLIER ARISING FROM OR RELATING TO A PURCHASE ORDER, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL PRICE PAYABLE BY SOFINA FOR THE GOODS AND/OR SERVICES STATED IN THE PURCHASE ORDER. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, SOFINA SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF SOFINA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. CONFIDENTIALITY AND NON-DISCLOSURE

18.1. Supplier shall safeguard and hold all Information (as defined in Subsection 18.2) in strict confidence, and, except with the prior written consent of Sofina, shall: (i) not disclose such Information, in whole or in part, to any other person or third party; (ii) not use such Information, in whole or in part, for any purpose except as is necessary for Supplier's performance of the Purchase Order; (iii) keep the Information in a safe and secure place and establish and maintain adequate security measures to safeguard the Information from unauthorized access or use, including but not limited to implementing any reasonable security measures required by Sofina; and (iv) at the written request of Sofina or in any event on termination or completion of the Purchase Order, at Sofina's option, return or destroy all documents or other records containing Information to Sofina and confirm to Sofina that it has done so in writing. For greater clarity, Supplier shall disclose the Information only to those of Supplier's directors, officers, agents and employees (collectively, "Representatives") who have a need to know the Information to assist Supplier in providing the Goods and Services under the Purchase Order. Supplier warrants that each such Representative will have agreed in writing, either as a condition to employment or in order to access the Information, to be bound by obligations of confidentiality at least as restrictive as set forth herein. Supplier shall, at all times, be liable for the failure of any of its Representatives to comply with the terms of the Purchase Order.

18.2. For the purposes of the Purchase Order, "Information" means all information, however recorded, preserved or disclosed, that is disclosed or made available by Sofina or Sofina's Customer to Supplier, including without limitation all drawings, reproductions, specifications, designs, engineering instructions, photographs, parts lists, plans, reports, working papers, computations, trade secrets, information pertaining to customers, pricing or marketing, information pertaining to business operations and strategies, Purchase Orders and information relating to the same. "Information" shall not include information which: (i) is or became available to the public through no fault of Supplier or its Representatives; (ii) was obtained in good faith by Supplier from a third party who was lawfully in possession of such information and who was not subject to an obligation of confidentiality owed to Sofina or



Sofina's customer; or (iii) was independently developed by Supplier, without reference to Information, as evidenced by Supplier's contemporaneous written records. Supplier shall not advertise or otherwise disclose that Sofina has contracted with Supplier to purchase Goods or Services without Sofina's prior written consent.

- 18.3. All Information is and shall remain the property of Sofina or Sofina's Customer, as applicable, and Supplier shall not acquire, nor attempt to acquire, any Intellectual Property or any other right, title or interest in or to the Information.
- 18.4. Supplier shall use the same degree of care, and in any event not less than reasonable care, to safeguard the confidentiality of the Information that it uses to protect its own secret information, and to keep the Information in a secure location at all times. If Supplier is required to disclose Information in order to comply with laws, regulations or a court order, Supplier shall disclose such Information only to the extent necessary for such compliance, provided, however, that Supplier shall give Sofina prompt advance written notice of such requirement to disclose Information so that Sofina or Sofina's customer may seek an appropriate protective order or other similar remedy, and Supplier shall use its best efforts to secure confidential treatment of the Information to be disclosed.
- 18.5. Notwithstanding any document marking to the contrary, any information that Supplier has disclosed or may later disclose to Sofina and which in any way relates to the Goods or Services covered by a Purchase Order will not be deemed to be confidential or proprietary information of Supplier and will be acquired by Sofina free from any restrictions, unless otherwise specifically agreed to in writing by an authorized representative of Sofina.
- 18.6. Supplier's obligation of confidence shall survive expiry or termination of the Purchase Order and will continue for the longer of: (i) a period of five (5) years after termination or expiration of the Purchase Order, or (iii) as long as the Information remains a trade secret, whichever is longer, and unless a longer period is specified in writing by Sofina. Notwithstanding anything to the contrary in the Purchase Order, any confidentiality or nondisclosure agreement between the parties that predates the effective date of the Purchase Order will remain in effect except as expressly modified by the Purchase Order, and to the extent of a conflict between the express terms of such an agreement relating to the Information and this Section 18, the terms of that agreement will control with respect to the Information.

19. COMPLIANCE WITH LAWS AND CODES OF CONDUCT

- 19.1. Supplier, and any Goods or Services supplied by Supplier, will comply with all Applicable Laws. Without limiting the foregoing, while supplying Goods or Services under a Purchase Order, Supplier will comply with the Canadian Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act, local anti-corruption laws and all other laws prohibiting any form of commercial or private bribery.
- 19.2. Supplier represents and warrants that: (i) neither Supplier nor any of its subcontractors or suppliers will engage in or permit substandard working conditions in the supply or performance of the Goods or Services under the Purchase Order; (ii) child labor or underage labor, as defined by Applicable Laws, will not be utilized; (iii) Supplier will not allow any form of forced or compulsory labor; (iv) Supplier's workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers' councils or to otherwise refrain from joining such organizations as they so choose, in accordance with all Applicable Laws; (v) Supplier's workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs; (vi) Supplier's workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety; (vii) Supplier's workers shall be compensated with wages and benefits that comply with Applicable Laws, including minimum wages, overtime hours and legally mandated benefits; and (viii) working hours shall comply with all Applicable Laws regulating hours of work.
- 19.3. All materials used by Supplier in the Goods or in their manufacture or in the provision or performance of Services will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale, use and destination.
- 19.4. Prior to any of Supplier's employees or subcontractors enter onto the premises of Sofina, Supplier shall ensure that all of its employees and subcontractors receive adequate training to ensure that all persons have adequate skill to complete any work while on the premises and all necessary health and safety training. Sofina and its employees and subcontractors shall abide by Sofina's health and safety standards and all Applicable Laws relating to health and safety. Without limiting any other remedies available to Sofina, Sofina shall have the right to immediately stop or terminate work by a contractor or subcontractor in the event that Supplier, its employees or subcontractors fail to will abide by the Sofina's health and safety standards or any Applicable Laws relating to health and safety.
- 19.5. In the performance of Supplier's obligations under this Purchase Order and with respect to any other dealings Supplier has or may in the future have with Sofina, its Affiliates and their respective employees, officers, directors, third-party subcontractors and each of their predecessors, successors and assigns, Supplier shall, and shall cause its Affiliates and their respective



employees, officers, directors, third-party subcontractors and each of their predecessors, successors and assigns (collectively, together with Supplier, the "Supplier Group") to, at all times, comply with the provisions of the Sofina Supplier Code of Conduct ("Supplier Code"). The full text of the Supplier Code may be found on Sofina's website www.sofinafoods.com and may be updated or amended from time to time by Sofina, in its sole discretion. Supplier shall promptly report any actual or suspected violations of the Supplier Code, including violations by any employee, officer, director, agent or third-party contractor acting on behalf of either the Supplier Group or Sofina, to Sofina at the following email address: legal@sofinafoods.com. Such reporting will remain confidential.

- 19.6. Supplier shall furnish Sofina with certificates of compliance, where required under Applicable Laws or when requested by Sofina. Each invoice rendered to Sofina under a Purchase Order shall constitute further written confirmation by Supplier that Supplier has fully complied with all Applicable Laws. Upon request, Supplier shall furnish Sofina with such written verification as Sofina deems necessary to certify the origin of any ingredients or materials used in the Goods or Services. Supplier shall also promptly furnish to Sofina all documents and other information requested by Sofina so that Sofina may comply in a timely manner with all Applicable Laws, including without limitation any laws governing consumer protection, conflict minerals or similar materials or ingredients. Supplier will participate in or respond to, at Supplier's expense, any audit, investigation, inquiry, certification or screening process reasonably requested by Sofina or its third-party vendors to verify Supplier's compliance with this Section 19.

20. GOVERNMENT CONTRACT NON-DISCRIMINATION IN EMPLOYMENT PROVISION

- 20.1. If any Purchase Order is in furtherance of a government contract or subcontract or is otherwise subject to any legislation governing such contracts, the contract provisions required therein are hereby incorporated by reference and Supplier shall comply with all Applicable Laws applicable to Sofina as a government contractor or subcontractor.

21. GOVERNING LAW AND JURISDICTION

- 21.1. All Purchase Orders issued by Sofina for Goods and/or Services in North America, including Purchase Orders with Vendor/Vendeur, Bill To/Factorer, and/or Ship to/Expederea in North America, shall be governed by the laws of the Province of Ontario excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law. All other Purchase Orders issued by Sofina for Goods and/or Services shall be governed by the laws of the Province of Ontario, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law, or, at Sofina's option, shall be governed by the laws of the country (and state/province, if applicable) of Sofina's location as shown by the address of Sofina as set forth in the Purchase Order, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law.

- 21.2. Any action or proceedings by Sofina against Supplier may be brought by Sofina in any court(s) having jurisdiction over Supplier or, at Sofina's option, in the court(s) having jurisdiction over Sofina's location as shown by the address of Sofina as set forth in the Purchase Order, in which event Supplier consents to such jurisdiction and service of process in accordance with applicable law and procedures. Any actions or proceedings by Supplier against Sofina may be brought by Supplier only in the court(s) having jurisdiction over Sofina's location as shown by the address of Sofina as set forth in the Purchase Order.

22. RIGHT OF ENTRY AND INSPECTION

- 22.1. Sofina and its representatives shall have the right, during normal business hours or, in the event of a shutdown, at reasonable time, to enter Supplier's place of business, offices, warehouses and production facilities: (i) to inspect Supplier's processes, quality systems, materials, equipment, Goods, Tooling and any other property of Sofina pursuant to a Purchase Order, and, (ii) without a Court order, to enter upon Supplier's property and remove any property belonging to Sofina or any Customer of Sofina, including without limitation any Tooling, Goods or other inventory that has been sold or agreed to be sold to Sofina under a Purchase Order. Sofina shall also have the right to interview any of Supplier's current and former employees. Sofina's inspection, or failure to inspect, whether at the time of manufacture, delivery or within a reasonable time after delivery does not relieve Supplier of any of its obligations or warranties under a Purchase Order.

23. AUDIT RIGHTS

- 23.1. During the term of a Purchase Order and for a period of ten (10) years thereafter, Sofina and its representatives shall have the right, upon reasonable notice to Supplier, to access to all pertinent information relating to a Purchase Order (including documents, data, books, records, receipts, correspondence and other materials) in the possession or under the control of Supplier, for the purpose of verifying Supplier's compliance with a Purchase Order, including without limitation, for the purpose of auditing any charges under a Purchase Order. Unless otherwise agreed to in writing by an authorized representative of Sofina, Supplier shall maintain all pertinent information relating to each Purchase Order for a period of ten (10) years after completion of Services or



the end of provision of Goods under such Purchase Order. In the event an audit shows any price discrepancy or Supplier's non-compliance, Supplier shall reimburse Sofina for such discrepancy or other loss caused by its non-compliance with the Purchase Order, together with interest at an annual rate of twelve percent (12%) (or such maximum rate allowed by Applicable Law, if lower), plus the cost of such audit.

24. NOTICE

24.1. All notices, demands, and other communications given or delivered under the Purchase Order shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of electronic confirmation of receipt if sent by e-mail, facsimile or other wire transmission, (c) three days after being deposited in the certified or registered mail, postage prepaid, or (d) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the parties shall, unless another address is specified in writing, be sent to the address and email address specified in the applicable Purchase Order.

25. SURVIVAL

25.1. The obligations of Supplier to Sofina shall survive expiration or termination of the Purchase Order for any reason, except as otherwise expressly stated in the Purchase Order.

26. SEVERABILITY

26.1. If any one or more provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision, and the Purchase Order shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties hereunder.

27. CONSTRUCTION

27.1. The headings and numbering of sections used herein are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of the Purchase Order or the particular section to which they relate. The Purchase Order shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

28. FURTHER ASSURANCES

28.1. Supplier agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by Sofina for the carrying out or performing of the provisions of the Purchase Order.

29. ENTIRE AGREEMENT

29.1. The Purchase Order (which includes these Terms and Conditions) constitutes the entire agreement by and between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements by and between Supplier and Sofina with respect to such subject matter. The Purchase Order may be modified only by a written addendum signed by authorized signatories of both parties. No waiver of any provisions of the Purchase Order and no consent to any default under the Purchase Order shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of the Purchase Order shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.