

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

1. Scope and Acceptance.

- (a) These General Terms and Conditions of Purchase ("Terms") apply to all written and oral purchase orders and amendments thereto (each, an "Order", collectively, "Orders") issued by Toyota Tsusho Canada, Inc. (the "Buyer") except for the purchase of automotive parts and related services, which are governed by a separate set of terms and conditions. All goods and services (whether or not ancillary to a sale of goods) to be provided under an Order are included in the term "Products." The "Contract" shall comprise the Buyer's Purchase Order, any document which is incorporated into it by reference, these Terms, Buyer's Releases, applicable Quality Manuals, and any other document(s) specifically made a part of the Contract by Buyer.
- (b) An Order for which written confirmation is requested may be accepted only by returning a copy thereof signed by the Seller within seven (7) days of its date. However, Buyer may elect to consider Seller's oral quotation or acceptance of an Order, Seller's preparation to provide the Products, or Seller's delivery of the Products, as an acceptance of an Order and its terms (and of no other terms) and enforce an Order. Buyer objects to any additional or contrary terms in Seller's quotation or acceptance document, and the terms herein shall be binding upon the parties. An Order is not a firm offer and may be revoked prior to acceptance.
- (c) An Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal. Reference in an Order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of an Order. A reference to Seller's proposal or quotation in an Order is not an acceptance by Buyer of terms which conflict with forms and documents provided by Buyer that are a part of an Order. TERMS AND CONDITIONS IN AN ATTEMPTED ACKNOWLEDGMENT OF AN ORDER INCONSISTENT WITH, OR IN ADDITION TO, THE TERMS AND CONDITIONS OF AN ORDER ARE NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING, AND BUYER HEREBY OBJECTS THERETO. No course of performance or conduct by Buyer shall be construed to waive, modify, or otherwise adversely affect Buyer's rights.
- (d) Buyer may change these Terms by providing Seller with thirty (30) days' prior notice of the changes, which notice may be given and shall then become effective upon the posting of the changes to <https://tci.ca/terms-conditions/> ("Buyer's Website.") Seller agrees that it will monitor Buyer's Website, and any subsequent Buyer's Website, for such changes. Changes will become effective and binding as to all existing Purchase Orders on the date identified in Buyer's posting or, if applicable, other form of notice, unless the Buyer representative responsible for the Seller relationship and Buyer's Legal Department each receive, at least ten (10) business days prior to the effective date of the changes, Seller's written objection, which shall specify in detail the reasons for Seller's objection to the changes. Buyer will consider Seller's timely objection in good faith; however, although Buyer may, at its discretion, agree to modify or limit the application of such changes to existing Purchase Orders, Seller acknowledges and agrees that such changes, without modification or limitation, shall be effective and shall apply, as of their effective date, to all future Purchase Orders, notwithstanding Seller's objection.

- 2. **Prices.** The prices in an Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent, including but not limited to, shipping, packaging, labeling,

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

customs duties, taxes, storage, insurance, boxing, and crating. All cash discounts shall be computed from the date of receipt by Buyer of a final invoice or receipt of the Products, whichever occurs later. Duty drawback and similar rights of Seller and its suppliers are assigned to Buyer.

3. **Blanket Order.** If an Order is identified as a "Blanket Order" Buyer's obligation to purchase a specific quantity is limited to those goods subject to releases or other similar written instructions from Buyer. The quantities specified and delivery dates listed in a Blanket Order are estimated quantities and delivery dates. The purchase of the Products specified is expressly contingent upon the issuance of a release by Buyer identifying the Products to be purchased and providing delivery directions. When an Order is identified as a Blanket Order or deliveries are otherwise specified to be in accordance with Buyer's written releases, Seller shall not fabricate or assemble any Products nor procure required materials nor ship any Products except to the extent authorized by such written releases or an Order specifying fabrication and delivery quantities. Forecasts are not releases and may not be relied upon by Seller. Buyer may return overshipments at Seller's expense for handling and transportation costs. Releases are included in the term "Order." An Order or contract is not a requirements or output contract unless specifically stated.
4. **Delivery.**
 - (a) Time is of the essence as to Seller's performance. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. If delivery is "A.S.A.P." with a date indicated therewith, delivery must be on or before that date. If an Order is a Blanket Order, deliveries are to be made only in quantities and at times specified in the delivery schedule in an Order or by Buyer in releases. Buyer shall have no liability for payment of Products delivered to Buyer which are in excess of quantities specified in an Order or releases. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments.
 - (b) Shipping, drayage, demurrage, storage, insurance, packing, and related charges shall be prepaid by Seller, and then billed to Buyer if Buyer is responsible for such charges according to an Order. Products shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof. Packing slips identifying the purchase order number, release number and part number must accompany each shipment.
 - (c) Unless otherwise specified, Incoterms 2020 shall apply.
5. **Risk of Loss and Title to Products.** Risk of loss shall be determined in accordance with the Incoterm selected by Buyer in its Purchase Order. Unless otherwise expressly agreed in writing by Seller and Buyer, title to the Products shall transfer to Buyer at the time that the risk of loss passes from Seller to Buyer. Transfer of title shall not denote acceptance of the Products.
6. **Samples and Specifications.**
 - (a) Seller, at its expense, shall fabricate from production tooling and processes and furnish to Buyer the number of samples specified on the face of the Order, or if none is specified, a reasonable number of samples. Seller shall inspect such samples before delivery and shall certify inspection results in the manner requested by Buyer.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- (b) Buyer may, at any time, make changes in quantities, drawings, specifications, testing or quality control, packing, shipment, scope of work and other terms of an Order. Any purported change shall be binding on Buyer only if made in a writing signed by Buyer. Any difference in price or time for performance necessarily resulting from such changes shall be adjusted equitably and an amendment to the Order or delivery schedule shall be provided in writing, provided Seller makes demand for such adjustments and delivers all supporting documentation within 10 days of receipt of Buyer's change. Time is of the essence for such demand. The price shall be adjusted solely to compensate Seller for increased costs of materials and direct costs necessarily incurred as a result of the changes. No adjustments shall be made for any change unless in a writing signed by Buyer. Seller may not substitute materials or change the specifications of the Products in any way without written authorization from Buyer.
7. **Electronic Data Interchange.** Seller shall, at Buyer's request, connect to Buyer's electronic data interchange ("EDI") system. All transactions initiated under EDI shall be governed by the terms contained in Buyer's transmissions, except that standard terms and conditions which may be a part of Buyer's EDI system shall be supplemented by the Terms. A transmission is deemed to be signed if it contains the name of the individual employee sending the transmission.
8. **Inspection.**
- (a) All Products shall be received subject to right of inspection and rejection by Buyer and its customer (each, whether direct or remote, a "Customer"). Buyer and Customer shall each have a reasonable time, but not less than an aggregate of 90 days after delivery, to inspect delivered Products prior to accepting the Products. Non-conforming and defective Products will be held for Seller's instructions at Seller's risk and expense subject to Buyer's other remedies. Products returned as defective or nonconforming shall not be returned to Buyer without Buyer's approval. Payment for the Products shall not constitute an acceptance. Buyer may rely on Seller's obligations and is not obligated to inspect goods prior to assembly or use. Acceptance shall not release Seller's responsibility for non-conforming or defective Products.
- (b) Seller shall provide adequate and safe facilities for inspections requested by Buyer and its Customer at Seller's facilities. Seller shall provide and maintain an inspection and process control system acceptable to Buyer and its Customer covering the Products. Records of all inspection work by Seller shall be kept complete and available to Buyer and its Customer during the performance of an Order and for such longer periods as may be specified in an Order, but not less than three years after delivery of the Products to Buyer.
9. **Marking.** Markings shall be in English, with a bar code, and/or such other form as may be requested by Buyer. Seller shall mark each package with the Order number.
10. **Confidential Information.**
- (a) Seller shall keep confidential any technical, process or commercial information derived from drawings, specifications and other data furnished by Buyer and shall not use or divulge, directly or indirectly, such information for the benefit of any other party without obtaining Buyer's prior written consent. Upon completion or termination of an Order, Seller shall promptly return to Buyer all materials incorporating any such information and any copies thereof.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- (b) Any information which the Seller has disclosed or may disclose to Buyer, which relates to the Products, is acquired by Buyer free from any restrictions or claims (other than for patent infringement).
11. **Patents, Trademarks and Copyrights.** Seller warrants that the Products, including all work, materials, products, services, equipment, Products, subsumed production processes, and other items provided by Seller pursuant to the Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third-party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's Customers shall be free from any such claims of infringement. Seller shall indemnify and save Buyer, and its Customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Seller grants Buyer a royalty-free, non-exclusive, worldwide, perpetual license to use, any Intellectual Property Rights embodied in the Products. "Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Contract. To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Buyer. To the extent that works created for Buyer do not qualify as "works made for hire" for Buyer, Seller hereby assigns to Buyer all right, title, and interest in all such copyrights. Seller grants Buyer and its Customers a royalty-free, non-exclusive, worldwide, perpetual license to repair, reconstruct, remanufacture, re-flash or re-build the Products.
12. **Service and Replacement Products.** If Buyer notifies Seller at the time of Order placement, or if Seller has reason to believe the Products are destined for use in the manufacture of automobiles or other vehicles, Seller shall sell to Buyer Products as ordered by Buyer for production and replacement Products at the price(s) set forth in the Order during the 15-year period after Buyer completes current model purchases. The price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of the 15-year period, the price(s) shall be increased to reflect Seller's increased direct costs.
13. **Warranty.**
- (a) Seller warrants to Buyer and its Customer that all Products shall be: (i) merchantable; (ii) free from all defects in design, workmanship and materials; (iii) fit for the particular purposes for which they are purchased; (iv) in strict compliance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer; and (v) provided with due care. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing an Order, shall be ineffective.
- (b) Seller warrants to Buyer that the prices charged Buyer are the same or lower than all prices charged others for the Products or similar goods during the 12 months prior to delivery.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- (c) Seller warrants its performance of an Order shall comply with those sections of QS-9000, ISO-9000 (e.g., 9001), and other industry quality standards applicable to the obligations of Seller, whether or not Seller is certified under such standards.
- (d) Buyer may act as a trading company. If Buyer has made Seller aware that Buyer is not the end user of the Products and has provided Seller with a copy of the terms and conditions of Buyer's Customer and its customers, including the actual end user (the "End User"), Seller warrants that it is familiar with the terms and conditions of purchase of the Customer with regard to the Products, including, but not limited to the Customer's warranty and delivery requirements for the Products, and Seller shall comply with all warranty and intellectual property requirements imposed upon Buyer by the Customer. Whether or not such information is provided, Seller shall be liable for all charges imposed on the Buyer by the Customer on account of Seller's non-performance of its obligations to Buyer. Buyer's Customer is an intended third-party beneficiary of the Order.
- (e) All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, shall survive the delivery, inspection, testing, acceptance and payment for the Products.

14. Liability, Indemnity, and Insurance.

- (a) Seller shall indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising out of the performance of an Order, by Seller, its servants, employees, contractors, agents, or representatives. Seller shall furnish an insurance certificate showing that Seller has statutory workers' compensation insurance and liability insurance, including automobile insurance, for injury and damage with a limit of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate annual limit. Liability coverage shall include commercial general liability, products liability, completed operations liability and contractual indemnity liability coverage. Provided however, that if Buyer's Customer requires Buyer's Subcontractors to maintain a reasonable higher insurance limit, Seller shall obtain such insurance. The certificate must certify that the required insurance not be canceled or materially changed until 30 days after written notice to the Buyer. If an Order requires Seller to provide cargo insurance, Seller shall provide evidence of such cargo insurance at, or prior to, time of shipment.
- (b) If Seller's work under an Order involves operations by Seller on the premises of Buyer or one of its Customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, as the case may be, shall defend and indemnify Buyer against any claim which may result in any way from any act or omission of Seller, its agents, or Subcontractors. For purposes of this Agreement, "Subcontractor" means any sub-supplier or other vendor providing goods and/or services used by Seller in its design, manufacture, delivery, or sale of the Products to the Buyer.
- (c) Seller shall indemnify Buyer for any and all damages and reasonable expenses (including reasonable attorneys' fees) incurred because of property damage, personal injury, or other claims arising out of the condition, labeling, engineering, use, sale, storage, design, safety, and/or manufacture of the Products whether or not incorporated in another product, if the

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

damages claimed were not caused solely by negligence of Buyer. The Seller waives the application of the doctrine of comparative negligence.

15. **Termination for Convenience.** Buyer may immediately terminate all or any part of an Order or release for Buyer's convenience, at any time and for any or no reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller in full satisfaction of any claim the following amounts without duplication: (i) the Order price for all custom manufactured Products which have been completed in accordance with an Order or release not previously paid; and (ii) Seller's direct costs of work in process and raw materials incurred in furnishing the custom Products to the extent such costs are reasonable in amount; less the reasonable value or cost (whichever is higher) of any Products or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Products or materials. Buyer shall not pay for finished Products, work in process or raw materials fabricated or processed in excess of those in releases (if releases are used in performance of an Order), for undelivered Products which are Seller's standard stock or which are readily marketable, or which are not promptly delivered to Buyer after request. Buyer shall not pay for lost profit, unabsorbed overhead, interest, development and engineering costs, facilities and equipment, rearrangement cost or rental, unamortized depreciation, and general administrative burden.
16. **Recalls.** This Section applies to any voluntary or government-mandated offer by the Original Equipment Manufacturer ("OEM") (or Buyer/Customer) to purchasers to remedy an alleged defect that affects safety or to address an alleged failure of a Product (or a Customer's product incorporating a Product) to comply with an applicable safety standard or guideline, including field service actions (each, a "Recall"). Seller's obligations in the event of a Recall are not subject to any time limitation.
- (a) **Decision to Recall.** Seller acknowledges that Buyer may not be the End User of the Products and the decision whether to initiate a Recall that is not mandated by the government may be made by the End User, OEM, Customer, or Buyer. Buyer may be obligated to participate in any Recall initiated by the Customer, and Seller shall likewise be required to participate. Buyer's decision, or that of the OEM, its Customer or End User to contest any determination by any governmental agency or authority will not waive or diminish any rights of Buyer under this Section 16. a.
 - (b) **Seller Liability for Recall, Damages.** Seller will be liable for all costs and damages resulting from a Recall if the Recall results in whole or in part from a failure of the Products to conform to the Seller's warranties and covenants set forth herein, which shall be deemed to include warranties given by Buyer to the Customer. Seller shall hold Buyer liable harmless, defend and indemnify Buyer against all charges imposed by the Customer or OEM on account of a Recall due to a defect in the design or manufacture of the Products. Such charges shall include, but not be limited to, charges resulting from reimbursements to distributors of the products into which the Products are subsumed, the cost of replacement Products, labour charges, and disbursements to consumer End Users.

17. Intellectual Property.

- (a) **Buyer IP.** Buyer does not grant Seller any rights to the Intellectual Property of Buyer, its Customer, and/or the OEM (collectively, "Buyer Party IP") other than the

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

limited right to use such Buyer Party IP strictly and solely for the purpose of manufacture, supply, performance, production, repair of any Products, or as otherwise necessary for Seller's performance under the Contract. This limited right to use shall not be deemed a license. Without limiting the generality of the foregoing, Seller will not use Buyer Party IP to make products for a third party or sell unique OEM Products to a third party. Either party has the right to develop, manufacture, purchase, use, sell or market products or services competitive to those offered by Seller, so long as there is no infringement of the Intellectual Property Rights of the other party.

- (b) Created IP. Any Intellectual Property created by Seller that results from design, engineering, consulting, or development services charged to Buyer ("Created IP") shall belong solely to Buyer. Approved Specifications shall be considered Created IP. Seller shall promptly disclose any such Created IP to Buyer, and Seller agrees to assign all worldwide Intellectual Property Rights in such Created IP to Buyer. All works of authorship, including software, computer programs and databases (including object code, micro code, source code, and data structures), and all enhancements, modifications and updates and all other written work products or materials, which are created by Seller specifically for the purpose of performing under the Contract, are "works made for hire" and the sole property of Buyer. To the extent that such works do not qualify as works made for hire under the applicable law, Seller assigns to Buyer all right, title, and interest in any Intellectual Property Rights in such works of authorship. If such assignment is not possible under applicable law, Seller hereby grants to Buyer, to the maximum extent legally permissible, an exclusive (including the exclusion of Seller), royalty-free, worldwide, fully-paid, irrevocable, perpetual license (including the right to grant sublicenses) in and to all such works of authorship.
- (c) Warranty. Seller warrants that the Products, including all work, materials, products, services, equipment, Products, subsumed production processes, and other items provided by Seller pursuant to the Contract, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third-party intellectual property rights and that any use or sale of such items by Buyer, its Customers, dealers, distributors and users of the Products (and/or goods incorporating the Products) shall be free from any such claims of infringement. Unless otherwise disclosed and accepted in writing by Buyer, Seller warrants that there is no open-source code in any information technology included in the Products.
- (d) IP Indemnity. Seller shall defend, reimburse, indemnify and hold Buyer and each Customer or OEM, and their respective directors, officers, employees, agents, subcontractors and representatives (including any respective successors or assigns) harmless from and against any and all losses arising out of the actual or alleged infringement of or by any Product manufactured, produced, performed (including repairs) or supplied by Seller or a seller party of a third- party Intellectual Property Right or right of confidentiality, privacy or publicity: (i) in the United States, Mexico, Canada, the Caribbean Basin, the European Union or Japan; or (ii) in another jurisdiction if Seller has knowledge or notice of the actual or alleged

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

infringement in that other jurisdiction at any time and fails to promptly disclose it to Buyer in a manner and at a time which shall allow Buyer to adequately respond to any such claim or if required under the Customer's Terms. If such a claim results, or is likely to result, in an injunction or other order that would prevent Seller from manufacturing, producing, performing or supplying, or Buyer or its designees (including Customers, dealers, distributors or affiliates, including any global affiliate of Buyer) from using, distributing, selling, leasing, maintaining, modifying, copying or creating derivative works of, an applicable Product, Seller shall, at Buyer's sole election and at Seller's sole cost and expense: (a) secure a license of the applicable intellectual property that permits Seller to continue manufacturing, producing, performing or supplying, or Buyer and its designees (and each global affiliate of Buyer, if any) to continue using, distributing, selling, leasing, maintaining, modifying, copying or creating derivative works of, the Product; (b) if requested by Buyer and solely in conformity with any requirements of Buyer, modify the Product so it becomes non- infringing, so long as the modification does not materially alter the operation or performance of the Product, as determined by Buyer in its sole discretion; or (c) replace the Product with a non-infringing but functionally equivalent Product, equivalency to be determined by Buyer in its sole discretion.

- (e) License. Seller grants Buyer a royalty free, non-exclusive, worldwide perpetual license to use any of Seller's Intellectual Property ("Seller IP") embodied in the Products. Seller grants Buyer and its Customers a royalty-free, non-exclusive, worldwide perpetual license to use Seller IP to repair, reconstruct, remanufacture, re-flash or re-build the Products. Seller grants to Buyer and its Customer a permanent, paid-up license to use, repair, modify and sell any operating software incorporated in the Products in conjunction with the use or sale of the Products. For the avoidance of doubt, if Seller ceases manufacturing operations or no longer offers the Products to Buyer, Buyer may use any Intellectual Property Rights embodied in the Products to continue to offer the Products to its Customers, in order to meet ongoing production and service part obligations.
- (f) Temporary License. In the event that the Seller is not ready or able to supply the Buyer with the Products in the amount required on the date required, at the request of Buyer, Seller shall assign any necessary Intellectual Property Rights together with know-how required to manufacture the Products on a temporary basis ("Emergency Production"). These rights of use shall be sublicensable to an alternate supplier chosen by Buyer. The rights of use specified in this sub-Section shall only last for the period that is required and appropriate for Emergency Production.
- (g) Buyer Trademarks. The Seller will not incorporate any of the OEM's, Customer's and/or Buyer's logos, trademarks, trade names or unique part numbers on any other products manufactured or distributed by the Seller, including aftermarket Products, except as may be provided under the Purchase Order or other written document executed by Buyer, or as may be required to comply with a government requirement.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- (h) For purposes of this Agreement: (i) “Intellectual Property” shall mean any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world; and (ii) “Intellectual Property Rights” shall mean the rights to own, use, sell or license Intellectual Property.

18. Indemnification.

- a. Allocation of Risks. Seller assumes all risks of injuries, death, sickness, or disease to persons, or damage to property wherever located, arising or incurred in connection with the Products or Seller’s performance under these terms or the Contract, including those arising or incurred in connection with the negligent performance, willful misconduct or breach of these terms or the Contract by Seller (including any of its Subcontractors) or the directors, officers, members, managers, employees, agents, or representatives of any of the foregoing (each such party a “Seller Party” and all such parties collectively referred to as the “Seller Parties”). Seller expressly waives any and all statutory or legal immunity it might be entitled to as an employer under workers’ compensation laws or any other employee benefit law.
- b. Indemnification. in addition to Seller’s indemnification obligations otherwise set forth in these terms, including as set forth in Sections 17. d. and 18. a., Seller shall defend, reimburse, indemnify and hold Buyer, its Customer, and their respective officers, directors, agents, representatives, contractors, employees, consultants, successors and assigns (each, a “Buyer Indemnitee” and collectively, the “Buyer Indemnified Parties”) harmless from and against any and all contractual and non-contractual liabilities, losses, claims, demands, causes of action, damages, fines, penalties, interest, deficiencies, awards, and expenses, including reasonable attorneys’ fees, consultant fees, legal expenses and costs to enforce these terms or the Contract, civil claims, criminal claims, administrative claims, labour, social security and employment claims, and all claims for personal injury and property damage (both tangible and intangible) (each a “Loss” and collectively “Losses”), based upon, relating to, arising from, or which are alleged to have been caused by Seller or a Seller Party in connection with, any of the following:
- i. Breach of the Warranties contained in Section 13 of these Terms, including but not limited to defects or non-conformities of the Products;
 - ii. Non-performance of any obligation, including any breach or default, under these Terms or the Contract;
 - iii. Use of Buyer’s property;

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- iv. Use or occupancy of any Buyer premises;
 - v. Non-compliance with or violation of any manufacturing and legal requirements while carrying out its obligations under these terms or the Contract;
 - vi. Seller's activities on Buyer's premises;
 - vii. Any services or other actions undertaken by Buyer to correct or remedy any Recall attributable, in whole or part, to Seller;
 - viii. Failure to remit or pay any foreign, international, federal, state, provincial, or local sales, use, value added, excise duty, or any other taxes or contributions of any nature, as and when due, or failure to file any return, form, or information that seller or any seller party may be required to file with any government agency pursuant to applicable manufacturing and legal requirements, in each case to the extent such failure results in taxes, contributions, interest, or penalties assessed against a Buyer Indemnitee;
 - ix. Labour and employment claims or allegations made by any officer, employee, contractor or other agent of Seller or a Seller Party, including those involving or based on (i) payment when due of wages and benefits; (ii) withholding of all payroll taxes, including unemployment insurance, workers' compensation (iii) compliance with the U.S. Immigration Reform Control Act and the Immigration and Refugee Protection Act (Canada); (iv) compliance with any applicable manufacturing or legal requirements relating to employment or hiring by Seller or a Seller Party in connection with any Products; and (v) co-employment or joint employment in connection with any Products.
- c. Third-Party Claims. The parties will cooperate in the investigations and analysis required for the defense of a Third-Party Claim.
- i. If a Buyer Indemnitee becomes aware of any dispute, action or suit involving a third party (each, a "Third-Party Claim") with respect to which such Buyer Indemnitee reasonably believes Seller shall have an obligation pursuant to Section 18. b. to defend, reimburse, indemnify, or hold such Buyer Indemnitee harmless, then the Buyer Indemnitee shall notify Seller of the Third-Party Claim; provided that any delay or failure to notify Seller shall not relieve Seller of its obligations under these Terms or the Contract. Following delivery of the notice, Seller shall notify the Buyer Indemnitee as to whether Seller elects to conduct and control the defense or resolution of the Third-Party Claim; provided that such election by Seller shall serve as an affirmation that Seller accepts responsibility to defend, reimburse, indemnify, and hold the Buyer Indemnitee harmless from the Losses. Upon request Seller shall provide evidence acceptable to the Buyer Indemnitee that Seller has adequate financial resources to fulfill its obligations under this Section 18. c.
 - ii. Unless and until Seller delivers the foregoing notice that it elects to conduct and control the defense or resolution of the Third-Party Claim, the Buyer Indemnitee shall have the right to defend, contest, settle or

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

compromise such Third-Party Claim in the exercise of its sole discretion and such defense or settlement shall be subject to, and the Buyer Indemnitee shall receive reimbursement and indemnification as set forth in, the provisions of this Section If Seller provides the foregoing notice, then, subject to Buyer Indemnitee's right to assume sole control of the resolution or defense of the Third-Party Claim as set forth in Section 18. c. (iv) below, Seller shall have the right to conduct and control, at its sole cost and expense and with counsel of its choice (which counsel must be reasonably satisfactory to the Buyer Indemnitee and/or any affected Customer or OEM), the defense or resolution of such Third-Party Claim, and the Buyer Indemnitee shall reasonably cooperate in connection therewith. If Seller elects to assume the defense of a Third-Party Claim, Seller shall diligently conduct the defense and keep the Buyer Indemnitee fully apprised of the status thereof. The Buyer Indemnitee may participate in the defense of such Third-Party Claim that is defended by Seller with counsel of its choice, and the fees and expenses of the Buyer Indemnitee's counsel shall be paid or reimbursed by Seller as set forth in the provisions of this Section 18. c.

- iii. Subject to Section 18. c. (iv) below, Seller shall not have any right or authority to compromise or settle such Third-Party Claim without the Buyer Indemnitee's prior written consent unless (i) the compromise or settlement would not involve any finding or admission of any violation by the Buyer Indemnitee of any manufacturing or legal requirement or any rights of any person or entity, or admission of guilt, wrongdoing or culpability; (ii) the Buyer Indemnitee receives a full and unconditional release of and from all claims that may be made against any of the Buyer Indemnified Parties by the third party asserting the Third-Party Claim with respect to, related to, or arising out of the asserted facts on which the Third-Party Claim is based; and (iii) the sole relief provided is monetary damages that are paid in full by Seller (and there is no imposition of any obligation on any of the Buyer Indemnified Parties, nor any limit on the ability of any of the Buyer Indemnified Parties to conduct its business). No Buyer Indemnitee shall have any liability with respect to any compromise or settlement of such claims effected without its prior written consent.
- iv. Notwithstanding the foregoing, the Buyer Indemnitee may, by notice to Seller, assume the exclusive right to defend, compromise, settle or resolve such Third-Party Claim, at Seller's sole cost and expense, if: (i) the Buyer Indemnitee determines in good faith that defense of the Third-Party Claim by counsel selected by Seller would be inappropriate for reasons of existing or potential conflict of interest or because the Buyer Indemnitee has defenses available to it that are distinct from or in conflict with defenses available to Seller or another Buyer Indemnitee; (ii) the Buyer Indemnitee determines that there is a reasonable possibility that the Third-Party Claim may adversely impact it, including damage to reputation, brand or business prospects; or (iii) the Third-Party Claim is asserted by or on behalf of a person or entity that is a, direct or indirect, seller to, or customer of, the Buyer Indemnitee or seeks an injunction or other

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

equitable relief.

- v. Seller shall pay or reimburse the applicable Buyer Indemnitee monthly for the costs of investigation and defense, including reasonable attorney's fees and other costs actually incurred. Any indemnification for Losses shall be made promptly upon request therefor by a Buyer Indemnitee. If an indemnity or reimbursement payment made by Seller to Buyer is subject to any tax, Seller shall also be liable an amount an amount equal to such tax payable, including any interest and penalty imposed thereon.
- vi. For purposes of statutes of limitation, Buyer's indemnification claims under this Section shall not accrue until the indemnifiable liability accrues.

19. **Replacement and Service Products.** If Buyer has advised Seller that the Products are used by Buyer or its Customers for an application in the automotive industry, Seller will make Products available to Buyer for fifteen (15) years for Buyer's current and/or past model service requirements (or those of its Customers) at the last Contract price with adjustments based on quantity of production, changes in the cost of labour and materials, additional costs for special packaging, shipping, and handling, and/or other related services.

20. **Force Majeure.** Neither party shall be responsible for failure or delay due to causes beyond its control affecting the delivery of the Products. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of any public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, pandemic, quarantine restrictions, transportation embargoes, failures or delay in transportation due to extreme weather or other catastrophe, fuel or energy shortages, power interruptions or failures, acts of God, acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or the order of any court, regulatory, or arbitral body of competent jurisdiction (collectively, "Force Majeure Events"). Labour disruptions affecting Seller's work force, or those of its sub-suppliers, shall not be events of Force Majeure. In the event that a Force Majeure Event lasts for more than thirty (30) days, the party whose performance is not affected by the Force Majeure Event may cancel the Contract without penalty and seek an alternative source or customer for the Products as the case may be, upon ten (10) business days' notice. Seller's inability to obtain raw materials, fuel, or other supplies shall not be a Force Majeure Event unless such inability is caused by a natural disaster. The imposition (or announcement of a potential future imposition) of a quota, new or higher import tax, tariff, tariff-rate quota, duty, or other surcharge applicable to the Products (a "Charge") or any temporary or permanent measure by the federal or any provincial government of Canada (or if Canada is not the place of destination then the national, state, provincial, or local government of the place of destination), whether promulgated by legislation, policy or other means, which results in: (a) an increase to Buyer in the cost of purchase; or (b) any limitation or restriction on the ability of Buyer to purchase Products, after the acceptance of the Order, shall, at Buyer's option, be deemed an Event of Force Majeure excusing Buyer's non-performance. Buyer shall notify Seller of its intention to exercise the option and cancel the Contract without penalty within ten (10) business days of the imposition of the Charge or measure. All such notices shall be given by electronic mail, with a confirmation copy by regular mail.

21. **Default and Remedies.**

- (a) Seller shall be in default: (1) if Seller fails to perform any obligation within the time specified herein or any extension thereof or upon Buyer's demand if no time has been specified; or (2) if

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

Seller fails to perform any of the other provisions of an Order, or so fails to make progress as to make Buyer reasonably apprehensive about Seller's ability or willingness to perform its obligations; and if in either of these two circumstances Seller does not cure such failure within a period of two days or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure. Upon such default, Buyer may by written notice of default to Seller (i) terminate the whole or any part of an Order; and (ii) procure alternative goods or services upon such terms as it shall deem appropriate. Seller shall continue performance of an Order to the extent not terminated and shall be liable to Buyer for any excess costs for such similar supplies or services and other direct, incidental, and consequential damages. As an alternative remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in Seller's performance in which case an equitable reduction in an Order price shall be established by Buyer to compensate Buyer for its damages. If Seller anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of an Order, Seller shall promptly notify Buyer in writing. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under an Order.

- (b) If any of the Products ordered are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of an Order, Buyer, in addition to such other rights, remedies and choices as it may have under an Order or by law, at its option and sole discretion may: (i) reject and return such Products at Seller's expense; or (ii) require Seller to inspect the Products and remove and replace nonconforming Products with Products that conform to an Order. If Buyer elects option (ii) above and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option and Seller's cost, inspect and repair or replace the Products.
- (c) Seller grants Buyer a security interest in the Products to secure Seller's performance and return of deposits, and grants Buyer an irrevocable power of attorney to execute and file financing statements.
- (d) Buyer may set-off against amounts payable to Seller any indebtedness or claim which Buyer or its affiliates may have against Seller or its affiliates.

22. **Property Furnished by Buyer and Its Customer.** Unless otherwise agreed in writing, all tooling, equipment or material of every description furnished to Seller by Buyer or its Customer or paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto ("Furnished Property"), shall be and remain the personal property of Buyer or its Customer and held in trust for the benefit of Buyer or its Customer. Furnished Property shall be plainly marked or otherwise adequately identified by Seller as the property of Buyer or its Customer and shall be safely stored separate and apart from Seller's property. Buyer may enter Seller's premises and inspect Furnished Property and all related records during normal business hours. Seller shall not substitute any of its own property for Buyer's or Buyer's Customer's property and shall not use Furnished Property except in filling an Order. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer or its Customer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare Furnished Property for shipment and shall redeliver it to Buyer or its Customer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. Seller waives any right to retain possession of Furnished Property to secure payment of amounts owed or for any other reason, and Buyer shall be entitled to a court order for possession.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

23. **Seller's Tooling.** Seller, at its own expense, shall furnish, keep in good condition, and replace when necessary, all tooling, jigs, dies, gages, fixtures, molds, and patterns ("Seller's Tooling") necessary for the production of the Products. The cost of changes to Seller's Tooling necessary to make design changes and specification changes authorized by Buyer shall be paid for by Buyer. Buyer may inspect Seller's Tooling and production facilities during normal working hours upon reasonable notice to Seller. Seller shall insure Seller's Tooling with full fire and extended coverage insurance for the replacement thereof. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Tooling that is special for the production of Products upon payment to Seller of the book value thereof less any amounts the Buyer has previously paid to Seller for the cost of Seller's Tooling; provided, however, that this option shall not apply if Seller's Tooling is used to produce products that are standard stock of Seller. Seller grants Buyer a security interest in Seller's Tooling to secure Buyer's rights in Seller's Tooling.
24. **Compliance With Laws.** Seller shall strictly comply with all applicable federal, provincial, territorial, and local laws applicable to its performance of the Contract ("Applicable Laws"). Without limiting the generality of the foregoing:
- (a) Seller shall promptly furnish to Buyer: (i) a list of all materials in the Products and the quantities of such; (ii) information concerning any change in composition of Products; and (3) information concerning any formulation change that shall impact the inventory status certifications set forth in sub-sections (b) through (f) below.
 - (b) Seller represents and warrants that there are no substances contained in the Products that are not listed on the Domestic Substances List under the Canadian Environmental Protection Act, 1999 and that there are no substances within the Products that are otherwise prohibited from being manufactured or imported into Canada.
 - (c) Seller represents and warrants that there are no substances contained in the Products that are not listed on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.).
 - (d) Seller represents and warrants that there are no substances contained in the Products that are not in the Inventory of Existing Commercial Chemical Substances under the European Union Registration, Evaluation, Authorization and Restriction of Chemicals (and any implementing legislation or regulation), as may be applicable.
 - (e) Seller further warrants that the Products are not hazardous under any state, provincial, national, or federal law except as shall be clearly stated on the shipping and storage containers. Seller shall provide Safety Data Sheets compliant with the Canadian Hazard Product Regulations (HPR) and 29 CFR 1910.1200 D.1 upon the delivery of any Products containing hazardous materials. Seller shall defend and indemnify Buyer from claims alleging improper dispositions of the Products except for grossly negligent dispositions by Buyer or its agents.
 - (f) Seller further warrants that the Products shall be comply with applicable sections of the Canadian Environmental Protection Act, the Federal Consumer Product Safety Act, the Federal Hazardous Substances Act, the National Highway Transportation Safety Act, EU Directive 2000/53, and regulations thereunder.
 - (g) Seller warrants that the Products shall be produced in compliance with the US Fair Labour Standards Act, as amended, including Section 12(a) and Seller shall insert a certificate to that effect on all invoices.
 - (h) Seller warrants that its performance and the Products shall comply with all applicable general and automotive industry standards, and federal, provincial, territorial state, or local laws, rules, regulations, and ordinances.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- (i) Seller shall provide certifications of compliance with the foregoing warranties upon Buyer's request. Seller shall furnish promptly certificates of local value added in accordance with applicable government regulations. Each January, Seller shall provide USMCA certifications for Products shipped the prior year, including Certificates of Origin. Seller shall mark Products with their country of origin.
- (j) Buyer and Seller hereby agree to comply fully with all applicable economic sanctions and export control laws and regulations, including, without limitation: 1) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); 2) the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); 3) the International Traffic in Arms Regulations ("ITAR"); 4) the Export Administration Regulations ("EAR"); and 5) regulations maintained by the Export and Import and Controls Bureau (EICB) under the Export and Import Permits Act, the Export Controls List and the Area Control List. Without limiting the generality of the foregoing, neither party shall directly or indirectly sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any equipment, product, services, software, source code, technical data, or technology received under this Contract to any person, entity or destination, or for any activity or use restricted by the laws or regulations of the United States or any other applicable jurisdiction without obtaining all required governmental authorizations. Seller agrees that no technical data, information or other items subject to ITAR provided by Buyer in connection with this Purchase Order shall be shared with a non-U.S. person without the express written authorization of Buyer and Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items. Notwithstanding any other portion of this Contract neither Buyer nor Seller shall be required to take (or refrain from taking) any action prohibited or penalized under the laws of the United States or any applicable foreign jurisdiction, including, without limitation, the United States anti-boycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service. Any performance obligation arising under this Agreement is contingent upon the prior receipt of all necessary governmental authorizations and Buyer shall not be liable for any breach, non-performance or delay in performance related to the failure to obtain any such authorization. Seller's breach of this Section 14 shall constitute cause for the immediate termination of this Contract. Seller agrees to indemnify and hold harmless Buyer for Seller's non-compliance with the provisions of this Section. This Section 19 shall survive termination of this Contract.
- (k) Equal Employment Opportunity. The parties hereby incorporate by reference the requirements of the Canadian Human Rights Act, Canadian provincial/territorial laws that protect human rights, (US) 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and if applicable, (US) 29 CFR Part 471, Appendix A to Subpart A, and other similar Applicable Laws, including, without limitation, applicable Canadian human rights legislation and accessibility legislation. The Seller shall abide by the requirements of (US) 41 CFR §§ 60- 1.4(a), 60-300.5(a), 60-741.5(a) and (US) 29 CFR Part 471, Appendix A to Subpart A and other similar Applicable Laws, which, inter alia prohibit discrimination of individuals based on a number of protected grounds, including, without limitation, status as protected veterans, disabilities, citizenship, race, ethnic origin, colour, ancestry, age, creed, religion, sex, sexual orientation, gender identity, gender expression, genetic characteristics, family status, marital status, or place of origin.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

25. **Forced Labour/Environmental Responsibility.** Seller warrants that neither Seller nor any of its Subcontractors will use any illegal or involuntary labour of any type in manufacturing or providing Products for sale to Buyer, including, but not limited to, child, forced, slave, or prisoner labour. Seller is aware of Buyer's Supplier Sustainability Code of Conduct and Social Responsibility (the "SSCOC") and acknowledges its responsibilities to comply with the provisions of the SSCOC regarding forced and child labour, environmental and sustainability practices, and support of local communities in locations where Seller does business. The SSCOC is incorporated into, and shall be part of, the Contract. Upon request by Buyer or Buyer's compliance service provider(s), Seller shall provide clear and convincing evidence that the Products have been produced in compliance with the requirements of the SSCOC. In fulfilling Buyer's Purchase Orders, Seller shall follow procedures promulgated by U.S. Customs and Border Protection ("CBP") to ensure due diligence of the labour practices of its Subcontractors, effective supply chain tracing, and supply chain management of Products imported into the United States. Without limiting the generality or applicability of the foregoing, Seller may be required to trace the origin of all material used in its Products to the raw material source, and to confirm the compliant labour practices of all Subcontractors via evidence satisfactory to governmental entities. Seller shall cooperate with, and provide requested information to, Buyer or Buyer's third-party providers of supply chain and content verification regarding the sourcing and production of all raw materials and Components contained in the Products, including to enable Buyer to comply with the Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada).
26. **Environmental, Social and Governance Directives.** Buyer, or its Customers may, from time to time, adapt policies and procedures intended to meet Sustainable Development goals (collectively, "ESG Directives"). Buyer may require Seller to adopt reasonable policies and procedures consistent with such ESG Directives in its production of Products for Buyer, and to report from time to time on its progress in meeting Buyer or Customer requirements relating to the ESG Directives.
27. **Partners In Protection (Pip) And Customs Trade Partnership Against Terrorism (C-TPAT) Program.** The Canada Border Services Agency ("CBSA") created the Partners in Protection Program ("PIP") and CBP has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program. Under these programs, government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of Canada or the United States to entities such as Buyer, drop shipments to sub-tier sellers, or drop shipments to customers, originating from off-shore of Canada or the United States. Seller will comply with applicable Minimum Security Criteria established by CBP or CBSA as applicable. Seller will inform Buyer if Seller is accredited under supply chain security programs such as C-TPAT, AEO (Authorized Economic Operator) or PIP (Partners in Protection) and obtain any necessary authorization to carry out its obligations under the Contract. Seller agrees to ensure the physical integrity and security of all shipments under the Contract against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or the introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures shall include, but not be limited to, physical security of manufacturing, packing, and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

Applicable Laws in Seller's or Subcontractor's country; and development, implementation, and maintenance of procedures to protect the security and integrity of all shipments.

28. Freezing Assets of Corrupt Foreign Official Act/OFAC. Restricted Persons. Seller shall comply with the requirements of the economic sanctions laws of Canada and the United States, including but not limited to: (1) The Freezing Assets of Corrupt Foreign Officials Act (Canada); (2) The Special Economic Measures Act (Canada); and (3) Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury of the United States ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (collectively "Economic Sanctions Laws"). Seller represents, warrants, and covenants that it: (a) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order, (b) is not listed as a designated person in a regulation to the Special Economic Measures Act (Canada), United Nations Act (Canada) or Justice for Victims of Corrupt Foreign Officials Act (Canada); (c) is not listed on any other list of terrorists or terrorist organizations established under U.S. or Canadian law (such lists referred to in (a), (b), and (c) are a "List" and are collectively referred to as the "Lists"); (d) has not been determined by competent authority to have contravened Economic Sanctions Laws; (e) is not and will not become owned or controlled by, nor act for or on behalf of, any person or entity on a List or any other person or entity that has been determined by competent authority to have contravened Economic Sanctions Laws; (f) is not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities on the Lists or that has been determined by competent authority to have contravened Economic Sanctions Laws; and (g) will cooperate with Buyer in providing such additional information and documentation on Seller's legal or beneficial ownership, policies, procedures and sources of funds as Buyer reasonably deems necessary or prudent solely to enable Buyer (or Seller) to comply with Economic Sanctions Laws or anti-money laundering laws as now in existence or hereafter amended.

29. Export Controls.

- (a) Seller shall comply with: (1) the Export and Import Permits Act of Canada ("EIPA"); (2) the International Traffic in Arms Regulations of the United States ("ITAR"); (3) the Export Administration Regulations ("EAR") of the United States ; (4) similar laws, regulations and rules in force in Canada or the United States controlling the exportation of goods (collectively "Export Control Laws"); and (5) the terms of any export permit, export license, or export or temporary import exemption/exception applicable to the Contract. Seller shall exercise strict control over the disclosure of and access to technical data, information and other items received under the Contract in accordance with applicable Export Control Laws.
- (b) Seller agrees that no technical data, information or other items provided by Buyer in connection with the Contract shall be provided to any Non-U.S./Non-Canadian Persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in Canada or the U.S.), without the express written authorization of Buyer, together with the Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for EIPA or ITAR-controlled technical data or items.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

30. **Conflict-Free Minerals.** Seller warrants that the Products do not contain conflict minerals as defined by the Wall Street Reform and Consumer Protection Act enacted by the United States of America and its implementing regulations. Seller will supply documentation demonstrating that Products are conflict-free within fourteen (14) days of such a request by Buyer. Seller will include contractual language in agreements with Subcontractors, prohibiting the use of conflict minerals and requiring Subcontractors to supply, within fourteen (14) days of Buyer's request, documentation demonstrating that the Products or inputs they provide for incorporation into the Products are free of conflict minerals.

31. **Cybersecurity.**

(a) Seller shall: 1) keep and maintain the Buyer's information in such a manner and using such a degree of care as is appropriate to avoid unauthorized access, use, disclosure and/or modification; 2) implement administrative, physical and technical safeguards to protect its electronic information technology systems ("IT Systems") that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws; and 3) limit access to Buyer's identifiers, such as its employer identification number, banking information and account numbers to personnel with a need to know such information. Seller shall timely notify Buyer in event of a security breach, which for purposes of this Agreement means any act or omission that compromises: 1) the security, confidentiality, or integrity of its IT Systems; 2) the physical, technical, or administrative or organizational safeguards put in place by Seller that maintain the security, confidentiality, or integrity of its IT Systems; and/or 3) the Products or other deliverables provided by Seller to Buyer. Software used or delivered in connection with the Contract may not contain any features which Seller could have detected in accordance with the current state of the art, and which endanger the integrity, trustworthiness and availability of the Products, other hardware and/or software, or data. Seller shall: 1) assist Buyer and provide requested information to Buyer to the extent permitted by applicable law in the event of a security breach or other cybersecurity incident; 2) adopt other reasonable cybersecurity measures identified by Buyer; and 3) upon request from Buyer, demonstrate compliance with this Section 31 through a third-party audit or other reasonable measure selected by Buyer. If Seller is found to be non-compliant, such audit will be at Seller's expense.

(b) Personal Data. For purpose of these Terms, "Personal Data" is: (1) information that relates to an identifiable natural person (including but not limited to Buyer's employees, Customers and consumers) that directly or indirectly can identify that person; or (2) personal data according to national, federal, state, provincial/territorial, and international laws and regulations now or later in effect. Seller shall process any Personal Data in accordance with all Applicable Laws. Seller shall not provide any Products which transmit any Personal Data without all proper disclosures and consent. Without limiting the generality or applicability of the foregoing, Seller in its operations, and in the manufacture of the Products, shall comply with the General Data Protection Regulation of the European Union, the Personal Information Protection and Electronic Documents Act (Canada), the

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

Consumer Privacy Protection Act (Canada) (if enacted), the California Consumer Privacy Act, and the California Privacy Rights Act.

- (c) Seller must maintain a reasonable, risk-based program, supported by appropriate policies and procedures, to ensure the cybersecurity of any Product that includes software, hardware, and/or other electronic components, and such product cybersecurity program must provide for security by design, vulnerability management, governance, and other elements identified by Buyer. Such program must be consistent with industry best practices. Upon request from Buyer or its Customer Seller shall at its expense, demonstrate compliance with this Section 31. c. through a third-party audit or other reasonable measure selected by Buyer or its Customer.
32. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCIDENT TO, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM, OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR MATERIALS PROVIDED PURSUANT HERETO, OR SERVICES RENDERED, WHETHER OCCASIONED, BROUGHT ABOUT, CAUSED, OR DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, OF BUYER, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, OR SUBCONTRACTORS.
33. **Non-Assignment.** Seller shall not assign or subcontract any right or obligation under an Order without the prior written consent of Buyer.
34. **Dispute Resolution.** Any and all disputes, claims or causes of action arising out of or relating to the Contract or the Products (including, without limitation, any alleged violation of the Contract, any controversy relating to the interpretation or enforceability of this Section 34, the arbitrability of any dispute, or any claim that any of these Terms (or any part of the Contract at large) is invalid, illegal or otherwise voidable or void) (collectively, "Disputes") shall be resolved in accordance with the procedures specified in this Section 34, which shall constitute the sole and exclusive procedures for the resolution of any such Disputes:
- a. **Negotiation.** The parties shall attempt promptly and in good faith to resolve any Dispute by without prejudice negotiation between senior party representatives not having day to day responsibilities for the transactions underlying the Dispute;
 - b. **Mediation/Arbitration.**
 - i. **Mediation.** If any Dispute should arise between the parties which, in either party's good faith judgment, cannot be resolved through negotiation, the parties shall endeavor to settle the Dispute by mediation. Either party may request in writing that the other party mediate the Dispute; such notice shall set forth the subject of the Dispute and the relief requested ("Dispute Notice"). Unless the parties otherwise agree, the mediation shall be conducted by a mediator affiliated with and under the rules of JAMS (jamsadr.com).

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- ii. Arbitration. If the Dispute is not resolved for any reason within one hundred and twenty (120) days following the issuance of the Dispute Notice, or if either party confirms in writing that it has no wish to engage in negotiation or mediation, either party may refer the dispute to final and binding arbitration under the JAMS International Arbitration Rules (the "JAMS Rules"), except to the extent of conflicts between the JAMS Rules and the provisions of this Contract, in which event the provisions of this Contract shall prevail.
- iii. If, independent of the parties' actions or inactions, JAMS cannot provide mediation or arbitration services, as the case may be, the mediation or arbitration, as the case may be, shall be conducted by the International Institute for Conflict Prevention & Resolution (formerly known as the CPR Institute for Dispute Resolution) (the "CPR") in accordance with its respective CPR Mediation Procedure and/or Arbitration Rules except as provided herein..
- c. The arbitration shall be conducted by a panel of three (3) arbitrators, none of whom may be the mediator who presided over the mediation provided for in Section 31.a. The party initiating the arbitration shall designate its selected arbitrator in its demand for arbitration. The other party shall then designate its selected arbitrator in its Statement of Defense (as defined in the JAMS Rules). The arbitrators selected by the parties shall then agree upon a third arbitrator, who shall be the presiding arbitrator, within thirty (30) days after the selection of the second arbitrator. If either or both of the parties fails to appoint an arbitrator as required in this Section 34.c., or if the party-selected arbitrators cannot agree on the third arbitrator, then the remaining arbitrators shall be appointed in accordance with the JAMS Rules to yield a total of three (3) arbitrators.
- d. Damages. The arbitrators shall not award to either party damages of a different nature than, or in excess of, the damages available to such party under the Contract. The award of the arbitrator(s) shall be made in writing and shall contain the reasons or grounds therefore. Any award issued by the arbitral tribunal shall be final and binding on the parties, may be filed in any court of competent jurisdiction, and may be enforced by a party as a final judgment in such court.
- e. The parties shall each bear their own attorneys' fees and legal costs and expenses. The parties shall share the fees and expenses of the arbitrators and JAMS' administrative fees in equal proportions. Notwithstanding the foregoing, if Buyer is forced to reimburse any of the Customers for their attorneys' fees, Seller shall reimburse Buyer for all such attorneys' fees.
- f. Provisional Remedies; Legal Action. Notwithstanding the provisions of this Section 34, a party may file a court proceeding limited to seeking provisional judicial relief pending the outcome of mediation or arbitration. If any legal action or court proceeding (each, a "Proceeding") becomes necessary to seek such judicial relief, or to enforce the provisions of this Section 34 such Proceeding shall be brought exclusively in the Superior Court of Justice located in Toronto, Ontario, and the parties attorn and agree to the exclusive jurisdiction of such court for such purpose. For the avoidance of doubt, the commencement of any Proceeding shall not affect Seller's obligations under the Contract regarding Buyer's Confidential Information.

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

- g. Governing Law/Venue. The interpretation of the Contract, and the adjudication or resolution of all Disputes in any mediation, arbitration, or Proceeding shall be governed by the substantive laws of the Province of Ontario of the Dominion of Canada. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, the International Sale of Goods Act (Ontario, Canada), and all conflicts of law provisions that would require application of any substantive law other than that of the Province of Ontario, are excluded and shall not apply. Provided however, that the provisions of these Terms and the Contract as a whole shall prevail over any contrary provision of the Sale of Goods Act (Ontario, Canada). For the avoidance of doubt, this Section 34 g. shall not relieve Seller of its obligations to comply with Applicable Laws outside Ontario or Canada as set out in these Terms. The place of mediation and arbitration shall be Toronto, Ontario, Canada except that if Buyer's Customer requires Buyer to arbitrate in another jurisdiction, and Buyer wishes to join or implead Seller in such proceeding, Seller hereby consents to arbitration in such jurisdiction as set forth in subparagraph k below. The language to be used in all aspects of mediation and arbitration shall be English.
- h. The Parties agree that any negotiation, mediation or arbitration carried out hereunder shall be kept strictly private and confidential, and that the existence of the negotiation, mediation or arbitration and any element of such proceedings (including but not limited to all awards, the identity of the Parties and all witnesses and experts, all materials created for the purposes of the negotiation, mediation or arbitration, all testimony or other oral submissions, all documents disclosed in the negotiation, mediation or arbitration and all documents produced by a party that were not already in the possession of the other party) shall be kept strictly private and confidential, except (i) with the consent of the parties, (ii) to the extent disclosure may be lawfully required in bona fide judicial proceedings relating to the arbitration, (iii) where disclosure is lawfully required by a legal duty, and (iv) where such information is already in the public domain other than as a result of a breach of this clause. The parties shall request that the arbitral tribunal and JAMS keep any arbitration carried out hereunder strictly private and confidential, including but not limited to all of the foregoing items, and shall request that the arbitral tribunal and JAMS refrain from publishing or disclosing any such items.
- i. The parties agree that while any proceeding is pending pursuant to this Section 34, and subject to the rights and obligations specified in the remainder of the Contract, the parties shall continue to perform their obligations under this Contract, provided that such performance shall be without prejudice to the rights and remedies of the parties and shall not be read or construed as a waiver of a party's right to claim for recovery of any losses suffered as a result of the continued performance of this Contract.
- j. Except as otherwise specifically permitted by the Contract, no undisputed payment due or payable by a party shall be withheld on account of a pending proceeding pursuant to this Section 34.
- k. OEM or Customer Proceedings. Notwithstanding the foregoing provisions, should the OEM or any of the other Customers assert a claim against Buyer relating to the Products or to Seller's performance under the Contract, and should the OEM

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

or other of the Customers initiate any kind of a dispute resolution procedure, including, without limitation, a senior party negotiation, mediation, arbitration, or Proceeding against Buyer arising out of such claim (each, a "DR Proceeding"), Seller hereby agrees to: (1) be joined as a party or impleaded in each such DR Proceeding if Buyer so elects; (2) otherwise participate in such DR Proceeding as Buyer so elects; and (3) waive any defense or objection to venue, legal seat, admissibility, jurisdiction, composition of the arbitral tribunal (if any), applicable rules, and language in each such DR Proceeding unless Buyer agrees otherwise in writing.

- I. Any arbitration or Proceeding initiated by Seller must be commenced no later than one (1) year after the breach or other event from which Seller's claim accrues.
 - m. Tolling. Each party agrees that any applicable limitation period, whether arising from the Contract, Applicable Laws, or otherwise, will be tolled and suspended beginning when a party provides a Dispute Notice to the other party or when the parties begin negotiations under Section 34 a., whichever is earlier. Tolling and suspension of the limitations period will continue until: (a) the parties resolve the Dispute as evidenced by a written settlement agreement; or (b) the Dispute is referred to binding arbitration pursuant to paragraph (b) above, whichever is earlier. Notwithstanding the foregoing, in the absence of a notice from one party to the other to submit the Dispute to binding arbitration, either party may provide the other party with notice that it desires the running of the limitation period to recommence. Such limitation period will recommence 45 days thereafter.
35. **Entire Agreement.** An Order (including these Terms) is a complete and exclusive statement of the terms of the parties' agreement. No course of prior dealings between the parties and no usage of the trade may be used by Seller to supplement or explain any term used in an Order. All modifications and waivers must be in a writing signed by Seller and Buyer, except as otherwise provided in an Order.
36. **Relationship of Parties.** Seller and Buyer are independent contracting parties only. Except as provided in Section 13.d., there are no third-party beneficiaries to an Order.
37. **Advertising/Ethical Standards.** Seller shall not in any manner advertise or publish the fact that Seller has contracted to furnish Products to Buyer (or Buyer's customers). Seller shall not give or offer to give any direct or indirect gift or benefit to Buyer's employees or enter into any outside business relationship with Buyer's employees.
38. **Insurance.** Seller further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under the Contract, including naming itself and the Buyer as insured as their interests may appear in the amount of at least five million dollars (\$5,000,000)
39. **No Waiver.** Failure by Buyer in any instance to insist upon the strict performance of any one or more of the obligations of the Seller under the Contract or to exercise any election herein contained, shall in no manner be, or be deemed to be, a waiver by the Buyer of any of the Seller's defaults or breaches hereunder or of any rights and remedies by reason

TOYOTA TSUSHO CANADA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(NOT FOR AUTO PRODUCTS)
EFFECTIVE DECEMBER 17, 2023

of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all obligations hereunder.

40. **Enforceability.** If any provision of the Contract shall be invalid or unenforceable as against Buyer or Seller or under certain circumstances, the remainder of the Contract and the applicability of such provision to other persons or circumstances shall not be affected thereby and each provision of the Contract shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

41. **Survival.** Any other provision of these Terms or the Contract which by its nature extends beyond the expiration, termination or cancellation of the Contract shall remain in full force and effect until fulfilled or performed and shall inure to the benefit of and be binding upon Seller and Buyer and their respective permitted successors and assigns.

Revised November 30, 2023.