Purchase Order Terms and Conditions – Supplier

1. ACCEPTANCE, NO ADDITIONAL CONDITIONS

For the purposes of these terms and conditions, the term "**Supplier**" shall mean the supplier, contractor or vendor named on the applicable purchase order and the term "**Company**" shall mean Winsome Resources Limited or any of its affiliates. The purchase order shall be deemed accepted by the Supplier upon the earlier of: a) Supplier issuing, signing or delivering to Company a letter, form or other document acknowledging acceptance of the purchase order; b) any performance by Supplier under the purchase order; or c) the expiration of five (5) days after Supplier's receipt of the purchase order without Supplier's written notice of non-acceptance to Company. The Company reserves the right to revoke or withdraw the purchase order, in whole or in part, before it is accepted by the Supplier. By accepting the Purchase Order, Supplier agrees to abide by the terms and conditions contained herein and in any other exhibit set forth in the purchase order and to sell the products (the "**Products**") and/or perform the services (the "**Services**") as described in these terms and conditions and in the purchase order and at the prices set forth in the purchase order. Acceptance of the purchase order is expressly subject to the terms and conditions contained herein (including the exhibits attached to the purchase order). No terms or conditions presented by Supplier in addition to, different from or inconsistent with the terms and conditions contained herein or in the purchase order, including, without limitation, Supplier's standard printed terms and conditions and all terms and conditions contained in any quotation, invoice, order acknowledgement, confirmation, acceptance, bill of lading or other document of Supplier, shall be binding upon either party unless expressly and explicitly agreed to in a document signed by duly authorized representatives of both parties.

2. DELIVERY, RISK OF LOSS AND INSPECTION

The Supplier shall deliver the Products and/or Services to the Company at the delivery point indicated on the purchase order (the "**Delivery Point**") no later than the date indicated or, if no date is indicated, within a reasonable time after the Supplier has received the purchase order. Time is of the essence for the purposes of the Supplier's performance of the purchase order. The risk of loss of the Products remains with the Supplier and title does not pass to the Company until the Products are delivered to and accepted by the Company at the Delivery Point. All Products and/or Services are received subject to inspection and approval by the Company. Products which are not in good condition, which have been damaged during delivery, or which are rejected by the Company as not conforming to the purchase order will, at the Company's option and at the Supplier's expense (including all applicable freight and labor costs), be replaced or repaired (including, where applicable, reinstalled).

3. PRICE, INVOICE AND PAYMENT

The Supplier shall supply the Products and/or Services at the prices indicated in the purchase order. Unless otherwise specified on the purchase order, the Supplier shall invoice the Company for the Products and/or Services supplied within thirty (30) days of the delivery of the Products or the end of the performance of the Services, as the case may be. The Company shall make payment of all undisputed amounts due to the Supplier within thirty (30) days of receipt of the relevant invoice; provided, however, that if an invoice for Products is received by the Company prior to delivery

thereof, the thirty (30) day period for payment shall commence only on the date the Products are actually delivered to the Company and/or the Services are actually performed, as the case may be. Payment of an invoice does not constitute proof or acknowledgement that the Products and/or Services conform to the purchase order. It is understood that the Company may set off any amount owed by the Supplier hereunder or under the purchase order against any amount owed by the Company to the Supplier under an invoice issued by the Supplier.

4. TAXES, FREIGHT AND CUSTOMS DUTIES

The prices set forth in the purchase order include any value-added tax ("**VAT** "), goods and services tax ("**GST**"), sales, service or consumption tax or any other similar governmental tax payable on the supply of the Products and/or Services (collectively, the "**Indirect Transaction Taxes**"). If Supplier is required under applicable law to collect Indirect Transaction Taxes and pay such Indirect Transaction Taxes to the appropriate governmental agency, the Company shall pay to the Supplier an amount equal to the applicable Indirect Transaction Taxes in the percentages stipulated by the applicable laws of the jurisdiction in which the supply occurs, provided that Supplier has first provided the Company with an invoice for Indirect Transaction Taxes that complies with applicable law. The Company reserves the right to withhold payment of Indirect Transaction Taxes if it has provided the Supplier with a valid tax exemption certificate. If the Supplier is to provide Services and/or Products under the purchase order and if the Supplier is a foreign company (i.e. its principal place of business is located outside the country indicated in the Company's address on the purchase order) or a foreign individual who is a non-resident, then, unless the Supplier provides the Company with valid documentation (received prior to payment for the Services and/or the Products) indicating that an exemption applies in the jurisdiction in which the Services are rendered or the Products are supplied, a) the Company reserves the right to withhold payment of amounts necessary to satisfy withholding tax obligations under applicable law with respect to the Services and/or the Products; and b) the Company will use commercially reasonable efforts to provide the Supplier with receipts, proofs of payment or other relevant documentation relating to all withholding taxes so paid. Unless otherwise specified on the purchase order or in any other attachment thereto, prices include all costs of delivery of the Products to the Delivery Point, including, without limitation, all shipping and transportation costs, duties, royalties, tariffs and other similar taxes on imports or exports of the Products ("**Customs Duties**"), and Supplier shall be responsible for and pay all such costs and charges. The Supplier shall take all reasonable steps to minimize the costs associated with the Customs Duties.

5. EXCLUSIVITY AND MINIMUM PURCHASES

If no specific quantity is specified on the purchase order, the parties agree that the Company shall have no obligation to purchase a minimum quantity of Products from the Supplier. With respect to the provision of Services, unless expressly stated otherwise, the amount appearing on the purchase order represents a maximum budget authorized by the Company and, notwithstanding such amount, the Company shall only be obligated to pay for the actual cost of Services actually rendered, based on the number of hours worked, up to said maximum budget. The purchase order does not grant any exclusivity to the Supplier, and the Company is free to procure similar Products and/or Services from other suppliers, according to its needs and preferences. The purchase order does not grant, and is not intended to grant, any protection or territorial rights to the Supplier.

6. WARRANTIES

The Supplier declares, warrants, and acknowledges the following: a) it holds valid title to the Products and has the right to transfer them free and clear of any liens, mortgages, claims, or other encumbrances of any kind; b) the Products conform to the specifications and/or standards provided by the Supplier and approved by the Company, are supplied in accordance with applicable laws, and are free from defects in design, materials, and manufacture, with this warranty being valid for a minimum period of eighteen (18) months following the date on which title passes to the Company as indicated in Article 2 hereof; c) the Services (if any) conform to the specifications and/or standards provided by the Supplier and approved by the Company, are performed in accordance with applicable laws and in a timely manner, in accordance with applicable standards of skill, care, and diligence, with this warranty being valid for a minimum period of eighteen (18) months following the date on which the performance of the Services is completed; and d) the Products and Services (if any) and their use, manufacture, sale, lease, distribution, or other commercialization do not constitute, and will not constitute, an infringement, misappropriation, or violation of any third party's trademarks, service marks, copyrights, patents, patent rights, trade secrets, and other intellectual property rights.

7. REMEDIES

If the Supplier fails to comply with the warranties set forth in Article 6 hereof, the Supplier shall, at the Company's option and at the Supplier's expense (including all applicable transportation and labor costs), replace or repair (including, if applicable, reinstall) the Product or provide the Services again to the satisfaction of the Company, without prejudice to any other legal or contractual remedy of the Company, including any remedy for damages.

8. RESPECT FOR THE LAW

In providing the Products and Services (if any), Supplier will: (a) comply with, and ensure that its employees, agents, contractors and subcontractors (the "**Personnel**") comply with, all applicable laws and regulations, and (b) if the Supplier's Personnel are to enter the Company's site or location, ensure that such Personnel (i) comply with the Company's written health, safety and security policies and standards and (ii) are aware that they enter the Company's site or location at their own risk. The Supplier will, at its own expense, have background checks performed on each of the Personnel it intends to assign to work on the Company's site or location. The Supplier will provide the Company with documentation of such compliance upon request.

9. WAIVER AND RELEASE OF CHARGES

Prior to making any payment, the Company reserves the right to validate the absence of any charge on the Products or Services and to request any release, discharge or write-off from the Supplier or any person or entity involved in the supply or manufacture of the Products or in the performance of the Services. The Company is entitled to withhold any payment owed to the Supplier until it is satisfied that there is no encumbrance in respect of the Products or Services. The Supplier waives all rights and privileges relating to the legal construction hypothec and any other lien, legal hypothec or similar claim against the Company or its assets and the Supplier undertakes, at its own expense, to promptly obtain the removal and cancellation of such charges, if any. All payments owed to the

Supplier hereunder shall be contingent upon its ability to demonstrate to the Company, upon request, that it is in compliance with this provision.

10. EXCLUSION OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other party for any incidental, indirect or consequential damages or punitive, exemplary or special damages or loss of profits or revenues, loss of goodwill or loss of capital (collectively, "**Consequential Damages**"), except (a) Consequential Damages arising out of a criminal act, fraud, willful misconduct or gross negligence of any party, (b) Consequential Damages caused by the Supplier in respect of which it is required to be insured under an insurance policy pursuant to Section 12 hereof, (c) Consequential Damages resulting from personal injury, or (d) Consequential Damages resulting from third-party claims and liabilities.

11. INDEMNIFICATION

Subject to Section 9 hereof, the Supplier agrees to indemnify and hold harmless the Company, its parent and affiliates, and their officers, directors, employees and agents (the "**Indemnified Party**") from and against any and all claims, losses, damages or injury of any nature whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or relating to i) the Products and/or Services, whether defective or not, and the manufacture or delivery of the Products and/or Services, ii) any breach by the Supplier of the provisions of these Terms and Conditions, any contract with the Company or the purchase order, whether such breach is caused, in whole or in part, by any negligent act or omission of the Supplier, its directors, officers, employees, subcontractors, agents, representatives, successors or assigns. Supplier expressly waives any provision of any workers' compensation, disability or other employee benefit law, or any similar law granting the Supplier rights and immunities as an employer, and expressly agrees to indemnify, defend and hold harmless the Indemnified Party from and against any and all claims made by the Supplier's workers, agents or employees covered by this paragraph. The Supplier shall have no obligation to indemnify under this Section 11 if the claim or liability in question is caused by an Indemnified Party; provided, however, that this provision shall not relieve the Supplier from any imputation of fault or apportionment of proportionate, concurrent or other liability imposed by applicable law.

12. INSURANCE

Without limiting the Supplier's obligations or liabilities hereunder, the Supplier procures and maintains in force, at its own expense, the following insurance: (a) commercial general liability insurance covering all bodily injury and property damage arising out of the Services and/or Products and providing for a limit of coverage of $5,000,000 per occurrence; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction covered by the Products and/or Services; c) if the Supplier is required to use or provide motorized vehicles in order to provide the Products and/or Services, automobile insurance covering all bodily injury and property damage resulting from the use of such vehicles and providing for a coverage limit of $2,000,000 per claim; and d) if the Supplier is required to provide professional advice or services, professional liability insurance providing for a coverage limit of $5,000,000 per claim. The Supplier shall provide coverage endorsements for each class of insurance required, including, except in the case of workers' compensation and professional liability insurance, i) an endorsement including the Indemnified Party as an additional insured; ii) an endorsement including a reciprocal liability clause, stating that each of the parties comprising the insured is considered a separate entity, that the

insurance applies as if a separate policy had been issued for each party and that such policy contains no "insured against insured" exclusion; and iii) an endorsement providing for the waiver of all express or implied rights of subrogation against the Company. The Supplier shall provide the Company or its designee, upon request, with certificates of insurance and endorsements evidencing that the insurance and endorsements required under the purchase order have been obtained.

13. FORCE MAJEURE

Neither the Company nor the Supplier shall be liable to each other for any loss or damage whatsoever arising from any delay in performance or non-performance of any contractual obligation under this Agreement caused by a natural disaster, war, riot, rebellion, revolution, usurpation of power, terrorist activities, nationalization, government sanctions, blockades, embargoes, intervention or order of the competent civil or military authorities, fire, or any other cause that cannot be avoided and is reasonably beyond the control of the Party involved or that prevents it from performing its obligations under this Agreement. Both Parties will promptly restore normal conditions and schedules and resume operations as soon as the disruptions have ceased. In the event of force majeure, the Party relying on it shall give to the other Party, within forty-eight hours following the occurrence of such force, case, written notice thereof and a detailed description of the case and the cause(s) of the Force Majeure Event. The notice shall describe in detail the steps that the Party giving the notice intends to take to resolve the force majeure event, as soon as reasonably practicable. Under no circumstances shall the Supplier be entitled to a price increase as a result of force majeure. For the duration of the Force Majeure Event, each Party shall bear its own costs incurred as a result of the delay. Cases of force majeure does not include financial hardship, insolvency, bankruptcy or other similar conditions affecting either Party and/or its members. group and/or its subcontractors. If the Party having invoked force majeure is unable to resume the performance of the Contract within 30 days, the Party not affected by the Contract shall have the right to terminate this Agreement by giving written notice to the other Party confirming its decision to terminate this Agreement, which termination shall be effective on the date of such notice or thereafter as specified in the notice.

14. CONFIDENTIAL INFORMATION

In the course of performing the purchase order, the Supplier and/or the Company may obtain certain information, whether oral or written (in whatever form) on a confidential basis (or which should reasonably be considered confidential) from the other party concerning the business, affairs or activities of the disclosing party and/or its affiliates (the "**Confidential Information** "). The parties agree, except in the case of a court order, subpoena or similar legal request, not to make the Confidential Information of the other party available in any form or to any third party or to use it for any purpose other than the implementation of the purchase order. Each party agrees to take all reasonable steps to ensure that the Confidential Information is not communicated or disseminated by its Personnel in violation of the terms hereof. If the receiving party is required to disclose the Confidential Information of the disclosing party by reason of a court order, subpoena or similar legal request, it shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Each party acknowledges that a breach of this Section 13 is likely to cause irreparable harm to the other party's business and that a party's breach of its obligations under this Section 13 entitles the other party to seek an immediate

injunction in addition to any other remedies it may have. The obligations under this Section 13 shall survive the termination or expiration of these terms and conditions or the purchase order for a period of five (5) years following such termination or expiration. These confidentiality provisions do not replace but supplement any confidentiality agreement existing or to be executed between the parties. In the event of a conflict between these provisions and those of a confidentiality agreement signed between the parties, the provisions offering the best protection of the Company's Confidential Information shall prevail.

15. INTELLECTUAL PROPERTY

In fulfilling the purchase order, if Supplier provides Company with any work product, creative work, technical documents, drawings, specifications, documentation, reports, recommendations or other writings, information or materials embodied in any tangible or intangible medium (the "**Creations**"), Supplier grants Company a perpetual, unlimited, royalty-free license to use the intellectual property in any Creation, Product or Service, so that any Creation, Product or Service may be fully exploited by Company.

16. TERMINATION

a. In the event of non-compliance by the Supplier or its personnel with the Company's HSE principles and nomenclature, which non-compliance, in the reasonable opinion of the Company, constitutes a serious risk to the safety or health of human beings, or the environment, the Company shall be entitled to immediately terminate the purchase order.

b. The Company may also terminate the purchase order by written notice to the Supplier in the event of a breach of its obligations by the Supplier which is not remedied within ten (10) days following the date on which written notice thereof was given by the Company to the Supplier.

c. The Company shall have the right to terminate the purchase order, in whole or in part, at any time and at its option by giving written notice to the Supplier to that effect. Upon receipt of such notice of termination, the Supplier shall use its best efforts to minimize any damage it suffers as a result of the termination. Termination of the purchase order shall take effect on the date of the written notice sent by the Company. The Company's sole obligation shall then be to pay the Supplier a sum equivalent to the pro rata price for Services rendered or for the manufacture of the Products, as the case may be, up to the date of termination.

d. Termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

17. APPLICABLE LAWS AND JURISDICTION

The purchase order and these terms and conditions shall be governed by the laws of the Province of Quebec, excluding choice of law or conflict of law rules. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the judicial district of Montreal to hear any dispute relating to the purchase order or these terms and conditions.

18. COMPLIANCE WITH ANTI-CORRUPTION LAWS AND ANTI-MONEY LAUNDERING LAWS

The Supplier undertakes to conduct, and shall ensure that each of its agents, employees, representatives and business partners, conducts its business ethically and in compliance with all applicable anti-corruption laws and regulations. As such, the Supplier represents and warrants that:

1. it complies with all anti-corruption and anti-money laundering laws in force and applicable in the jurisdictions in which it operates;

2. it has put in place appropriate policies and procedures to prevent, detect and deal with any activity that may constitute a breach of anti-bribery and anti-money laundering laws. These policies are regularly reviewed and updated to ensure their effectiveness; and

3. it ensures that its business partners also respect these commitments and undertakes to take appropriate measures in the event of non-compliance, including the possibility of terminating contracts with those business partners who fail to respect these principles.

19. CHILD LABOR AND FORCED LABOR

The Supplier undertakes to respect fundamental human rights and to promote ethical working practices. Consequently, the Supplier declares and guarantees that:

1. no worker involved in any stage of the production, distribution and sale of goods or services for the Supplier is a child as defined by applicable legislation. The Supplier does not tolerate child labor in its operations or those of its suppliers.

2. it undertakes not to use forced labor, including, but not limited to, any form of labor or service exacted under threat of penalty or without the free and informed consent of the worker; and

3. it ensures that its suppliers and business partners also respect these commitments and undertakes to take appropriate measures in the event of non-compliance, including the possibility of terminating contracts with such suppliers and business partners who fail to respect these principles.

20. MISCELLANEOUS

The Supplier shall not assign, delegate or subcontract the purchase order or any rights therein, including any performance or amounts that may be due hereunder or under the purchase order, without the prior written approval of the Company. The purchase order, including these terms and conditions, the agreement based on the Company's template (the "**Agreement**") or the agreement based on the Supplier's template relating to the sale of the Products and/or the provision of the Services (the "**Supplier Agreement**"), as the case may be, and any exhibits identified in the purchase order, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, except as expressly set forth herein or as otherwise agreed to in writing by the parties. In the event of any conflict, inconsistency or ambiguity between these terms and conditions, the Agreement and any purchase order, the order of precedence of the documents shall be as set forth in the Agreement. In the absence of an executed

Agreement between the parties, the Supplier Agreement executed by the parties shall prevail over these terms and conditions in the event of any conflict, inconsistency or ambiguity. In the absence of both an Agreement and a Supplier Agreement executed between the parties, these terms and conditions shall prevail over any other terms and conditions that may appear elsewhere on the purchase order (including any appendix to the purchase order) and shall govern the sale of the Products and/or the provision of the Services. No modification of these terms and conditions shall be binding unless made in writing and signed by the Company and the Supplier. The waiver by either party of any remedy for breach or the failure of either party to require performance of any of the terms hereof at any time shall in no way impair or limit the right of such party thereafter to require strict performance of each term hereof and shall not constitute a waiver of such right. In the event of any discrepancy between the French version and the English version of these terms and conditions, the French version shall prevail.