

Safety Power's Purchase Order Standard Terms and Conditions – 9-Sep-25

Referenced from: www.safetypower.ca/standardterms

- 1) **PRICE.** This purchase order contains the total price including applicable taxes and any additional charges.
- 2) **PURCHASE ORDER ACCEPTANCE.** The Seller must acknowledge and accept the purchase order within a reasonable time after receipt. Acceptance can be made via written confirmation, electronic means, or by commencing performance of the purchase order. Any changes or modifications to the purchase order must be agreed upon in writing by both parties.
- 3) **TERMS OF PAYMENT.** Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices thirty (30) days after receipt of invoice, required delivery date, acceptance, or the date any applicable non-conformity is resolved, whichever date is later.
- 4) **ATTACHMENTS.** Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.
- 5) **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.
- 6) **TERMINATION.** Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.
- 7) **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.
- 8) **FORCE MAJEURE.** Neither party shall be liable for delays or failures in performance caused by acts beyond their reasonable control, including fires, floods, strikes, accidents, acts of government, shortages, epidemics/pandemics, or other causes

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beyond reasonable control. The affected party shall promptly notify the other party of the force majeure event and use diligent efforts to mitigate. If performance is delayed more than thirty (30) days, Buyer may terminate the Purchase Order without liability.

- 9) **PACKAGING, PACKING LIST, AND BILL OF LOADING AND DELIVERY.** Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Delivery to Buyer shall be construed as the on dock date at Buyer's facility (required date) as noted on PO. Buyer will not accept shipments prior to two weeks in advance of the required dock date unless otherwise authorized in writing.
- 10) **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery.
- 11) **WARRANTIES.** By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Seller further warrants that goods or services covered by this Purchase Order shall not infringe any intellectual property rights of any third party. Seller agrees to indemnify Buyer against all such claims. Seller also warrants compliance with all applicable import/export laws and required permits.
- 12) **COMPLIANCE WITH LAWS.** Seller represents and warrants that all goods and services shall comply with all applicable federal, provincial/state, and local laws, rules, and regulations, including without limitation: environmental, occupational health and safety, labor and employment, anti-bribery/anti-corruption, and product certification standards. Seller shall indemnify and hold Buyer harmless from any liability arising from non-compliance.
- 13) **INSURANCE.** Seller shall maintain at its own cost and expense throughout the term of this Purchase Order (i) commercial general liability insurance, including products/completed operations, with minimum limits of CAD \$5,000,000 per occurrence, (ii) workers' compensation insurance as required by law, and (iii) automobile liability insurance with limits of not less than CAD \$2,000,000 per accident. Buyer shall be named as an additional insured on Seller's general liability policy. Certificates of insurance shall be provided upon request.

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- 14) GENERAL INDEMNIFICATION. Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, officers, directors, employees, and customers from and against any and all claims, losses, damages, liabilities, penalties, and expenses (including reasonable legal fees) arising out of or related to: (i) Seller's breach of this Purchase Order; (ii) the negligence or willful misconduct of Seller or its subcontractors; or (iii) defective or non-conforming goods or services.
- 15) TITLE; RISK OF LOSS. Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.
- 16) CONFIDENTIALITY; LIMITED USE. Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party any confidential and/or proprietary materials provided by Buyer. Seller shall use such information solely to perform under this Purchase Order.
- 17) RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURING IN THE ORDER. It is Seller's responsibility to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase Order or referenced documents.
- 18) BUYER'S TERMS AND CONDITIONS APPLY. Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification shall be binding unless agreed to in writing by the parties.
- 19) EXTRA CHARGES. No charges for extras or for cartage or boxing or storage will be allowed unless agreed upon in writing by Buyer.
- 20) SUBSTITUTIONS. No substitution of materials or accessories may be made without written permission from Buyer.
- 21) GOVERNING LAW AND JURISDICTION. This Purchase Order shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts located in Toronto, Ontario.
- 22) LIMITATION OF LIABILITY. Except for liability arising from Seller's breach of confidentiality, indemnification, or willful misconduct, in no event shall either party be liable to the other for consequential, incidental, special, or punitive damages, including lost profits. Seller's total liability under this Purchase Order shall not exceed five times the amounts paid or payable under this Purchase Order.

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- 23) AUDIT RIGHTS AND RECORD RETENTION. Buyer reserves the right, upon reasonable notice, to audit Seller's records, facilities, and processes relating to the goods or services provided under this Purchase Order. Seller shall maintain complete records for a minimum of seven (7) years.
- 24) ANTI-COUNTERFEIT AND PRODUCT AUTHENTICITY. Seller represents and warrants that all goods supplied under this Purchase Order are new, genuine, and free of counterfeit parts. Seller shall maintain traceability records and provide certificates of conformity upon request.
- 25) DATA PROTECTION AND CYBERSECURITY. If Seller processes or stores any Buyer data, designs, software, or confidential information electronically, Seller shall implement and maintain reasonable safeguards to protect against unauthorized access, disclosure, alteration, or destruction of such information.