

WIELAND ELECTRIC INC.

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions of Sale and Delivery ("**Terms and Conditions**") are effective for all offers, quotes, orders, sales, and purchases of products (collectively, "**Products**") and services (collectively, the "**Services**") of Wieland Electric Inc. a/k/a Wieland Electric Inc. ("**Wieland Electric**"), a corporation under the laws of the Canada Business Corporations Act. These Terms and Conditions supersede all prior general terms and conditions of sale and delivery or general conditions of sale and delivery covering Products and/or Services. References in these Terms and Conditions to "**Wieland Electric**", "**we**", "**us**", or "**our**" refers to Wieland Electric Inc. All references in these Terms and Conditions to "**Buyer**", "**you**", or "**your**" refers to the original purchaser of Products and Services.

1. No Additional or Contrary Terms. These Terms and Conditions, together with any separate written agreement signed by an authorized representative of Wieland Electric and you (collectively, the "**Agreement**") sets forth and contain the entire agreement between Wieland Electric and you relating to your purchase of Products and/or Services from Wieland Electric, including, without limitation, Orders placed for the purchase of Products and Services. In the event of any conflict between the terms of these Terms and Conditions and any separate written agreement signed by an authorized representative of Wieland Electric and you, the terms of such separate written agreement shall control.

Wieland Electric's sale of Products and Services is expressly limited to these Terms and Conditions and any separate written agreement signed by an authorized representative of Wieland Electric and you. Any additional, conflicting, or contrary terms or conditions contained in any Order, instrument, agreement, understanding, certificate, or other document issued, used, delivered, given, or provided by you (including, without limitation, any additional, conflicting, or contrary terms or conditions contained in any acknowledgment, Order, Buyer standard contract or service agreement, Buyer standard terms and conditions, electronic terms and conditions, receipt, invoice, end user agreement, or similar agreement or document of Buyer), whether or not received, acknowledged, or accepted by Wieland Electric, are deemed and treated to be material revisions or modifications to these Terms and Conditions, the Agreement, and any offer by Wieland Electric, and are rejected in their entirety by Wieland Electric, shall not be binding upon Wieland Electric, and are null and void. Buyer's delivery or placement of an Order, purchase of Products and/or Services, or acceptance of delivery of Products and/or the rendering of Services, constitutes Buyer's agreement to and acceptance of these Terms and Conditions in their entirety.

2. Pricing. Unless otherwise agreed by Wieland Electric in writing, all prices for Products and Services are the most-current prices listed by Wieland Electric at the time an Order is accepted in writing by Wieland Electric and are in Canadian dollars. All prices and payment terms are subject to change by Wieland Electric at any time and without notice. All Products containing copper (including, without limitation, cables) are subject to a copper surcharge, calculated by Wieland Electric based on its then-applicable copper surcharge at the time the Order is accepted by Wieland Electric.

Prices are exclusive of all taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). Buyer is responsible for paying all Taxes associated with its purchases of Products and Services, if any. If Wieland Electric is required to impose, levy, collect, withhold, or assess any Taxes on any Order, then in addition to the purchase price for the Products and Services, if any, Wieland Electric will charge or invoice Buyer for such Taxes unless, at the time the Order is placed, Buyer delivers to Wieland Electric a valid tax exemption certificate or other documentation, in form and substance acceptable to Wieland Electric, sufficient to confirm Buyer's exemption from such Taxes. If any Taxes are required to be withheld from amounts paid or payable to Wieland Electric, (a) the amount due to Wieland Electric will be increased so that the amount Wieland Electric receives, net of the Taxes withheld, equals the amount it would have received if no Taxes were required to be withheld, (b) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Wieland Electric to the applicable taxing authority in accordance with applicable law, and (c) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Wieland Electric within thirty (30) days of payment.

3. Orders. All orders for Products and/or Services shall be made by delivery by Buyer to Wieland Electric of a written purchase order (each, an "**Order**"). Orders shall be delivered by Buyer to Wieland Electric in the form, by such means, and including the content as reasonably instructed or required by Wieland Electric from time to time, and shall include the Service, Product or part description, Product or part number, quantity of each Product or part ordered, shipping and invoicing address, price for each Product and/or Service, Buyer's full legal name and address, and such other information as may be requested or instructed by Wieland Electric from time-to-time.

All Orders must be placed in standard package quantity, as established from time-to-time by Wieland Electric. A minimum net price (not including price for sales taxes, or shipping charges) of five hundred and 00/100 CA dollars (\$500.00) is required for all Orders.

All Orders are subject to acceptance or rejection by Wieland Electric in its sole and absolute discretion. Each Order shall only be deemed accepted upon Wieland Electric's written acceptance of such Order, or shipment of the Products/completion of the Services, whichever occurs first.

Upon acceptance of an Order by Wieland Electric, the Order shall be a binding obligation of Buyer to purchase the type and the entire quantity of Products and/or the Services in the Order, at the price in effect on the date of acceptance by Wieland Electric of the Order. No Order may be modified, canceled, or rescheduled by Buyer after acceptance by Wieland Electric, unless Wieland Electric otherwise agrees in writing in its sole and absolute discretion. In the event Wieland Electric agrees to a cancellation, rescheduling, or modification of an Order, Wieland Electric may charge Buyer as a condition to its agreement to cancel, reschedule, or modify the Order, and Buyer shall be liable for, a cancellation, rescheduling, or modification charge established by Wieland Electric. Any agreed Products to be returned to Wieland Electric must be unused and are to be returned in their original packaging. Such returned Products are also subject to payment of a restocking fee which shall be twenty percent (20%) of the purchase price.

4. **Payment.** Unless otherwise expressly agreed by Wieland Electric in writing in its sole and absolute discretion which may be revoked, rescinded, or revised by Wieland Electric, payment for all Products, Services and other charges and fees is due in full no later than thirty (30) days from the date of the invoice issued in writing or electronically and provided by Wieland Electric to Buyer, which payment shall be made in CA dollars accordance with any instructions on such invoice or otherwise provided by Wieland Electric. All payments shall be made without offset, recoupment, or deduction. All late payments shall accrue interest at a rate of eighteen percent (18%) per annum, or the maximum amount permitted under applicable law, and Buyer shall pay all such accrued interest to Wieland Electric in addition to the other prices, fees, and charges set out in the invoice. Wieland Electric may issue invoices for partial shipments as such Order is shipped.

If Buyer disputes any portion of an invoice, Buyer shall deliver written notice to Wieland Electric within ten (10) days after issuance of the invoice to Buyer, time being of the essence, which notice must include detailed supporting information regarding the dispute amounts in such invoice and the items and amounts disputed, and Buyer shall timely pay the undisputed portion of the invoice. Buyer and Wieland Electric shall use their commercially best efforts to resolve any invoice or payment dispute within twenty (20) days after delivery of the written notice of dispute by Buyer to Wieland Electric. If Buyer and Wieland Electric fail to resolve the dispute within such period, Wieland Electric shall have the right to suspend performance under the Agreement and any Order until receipt of payment in full of all amounts under such invoice, and to take such further action and exercise its remedies at law, under the Agreement, or in equity.

If Buyer is delinquent in its payment obligations to Wieland Electric for any amount, Wieland Electric may, in its sole and absolute discretion, take any one or more of the following actions, all without limiting or waiving any other rights or remedies available to Wieland Electric under the Agreement, these Terms and Conditions, at law, or in equity: (a) suspend or terminate performance under any Order, these Terms and Conditions, or the Agreement; (b) offset any amounts owed by Wieland Electric to Buyer by any amounts owed by Buyer to Wieland Electric; (c) declare Buyer in breach of these Terms and Conditions, the Agreement, or any Order; (d) require prepayment for all Orders; (e) repossess Products or Documentation, or any other items delivered pursuant to the Agreement for which payment has not been made; (f) assess late payment interest at the rate of eighteen percent (18%) per annum, or the maximum amount permitted under applicable law; (g) recover all costs, charges, and expenses of collection including, without limitation, attorneys' fees and expenses; or (g) exercise any other rights or remedies available to Wieland Electric under these Terms and Conditions, the Agreement, at law, or in equity.

5. **Delivery.** All Products are delivered Free on Board ("**FOB**") (Incoterm® 2020, as amended from time to time) at a facility located in Mississauga, Ontario, Canada or as otherwise determined by Wieland Electric in its sole discretion (the "**Delivery Location**"). Title and risk of loss or damage to all Products passes to Buyer when Wieland Electric transfers possession of the Products to the carrier at the Delivery Location; provided, however, notwithstanding the passing of title and risk of loss to Buyer, Wieland Electric retains a security interest under the Personal Property Security Act in all Products until full payment is received. Notwithstanding the above, title and risk of loss regarding the Services passes to Buyer upon completion of the Services.

Unless otherwise requested by Buyer, Wieland Electric will schedule delivery in accordance with its standard lead times, as established by Wieland Electric, unless the Order states a later delivery date or Wieland Electric and Buyer otherwise agree in writing. Wieland Electric has the right to ship Orders up to a maximum of seven (7) days earlier than or on the scheduled delivery date. Delivery and shipment dates for Products and/or for the completion of the Services are estimates only. Deliveries of Products may be made in partial shipments. Wieland Electric shall not be liable to Buyer or any third party for any damages or penalties whatsoever, resulting from Wieland Electric's failure to ship or deliver, or delay in shipping or delivering Products and/or failure or delay of completion of the Services.

6. **Documentation.** All Documentation is subject to modification or amendment at any time, in Wieland Electric's sole and absolute discretion. "**Documentation**" means any specifications and specification sheets, instructions, manuals, brochures, catalogs, technical information or documentation, drawings, plans, schematics, publications, fact sheets, calculations, and user

documentation, on any media, provided, created, published, disclosed, or made available by Wieland Electric to Buyer, with respect to a Product and/or Service.

7. **Limited Warranty.** For a period of one (1) year from the date of delivery of the Product by Wieland Electric to Buyer (the "**Warranty Period**") Wieland Electric warrants: (a) that the Product will be free from defects in materials and workmanship; and (b) the Product will conform in all material respects to the specifications with respect to such Product expressly listed by Wieland Electric in its Documentation on the date the Product was delivered (minor or immaterial deviations with regard to color or design of the Products shall not constitute non-conformity with such specifications). The foregoing warranties shall not apply if: (i) deterioration, damage, or destruction of the Product occurs as a result of any act or omission of Buyer or any third party (including without limitation, any damage resulting from shipping of the Product); (ii) Buyer or any third party modifies or otherwise alters the Product; (iii) deterioration, damage, or destruction was caused, directly or indirectly, in whole or in part, by incorrect installation, use, maintenance, or repair of the Product by Buyer or any third party authorized by Buyer; or (iv) Buyer or any third party uses the Product in any manner or for any purpose other than the purpose for which such Product was expressly manufactured, offered, and sold by Wieland Electric, or otherwise fails to follow or comply with any written instructions, warnings, or directions provided by Wieland Electric with respect to the Product.

If Buyer determines during the Warranty Period, in good faith, that any Product fails to meet the applicable warranties expressly provided above with respect to such Product (a "**Non-Conforming Product**"), Buyer shall deliver to Wieland Electric written notice ("**Warranty Claim Notice**") prior to expiration of the Warranty Period, time being of the essence, of such non-conformity, which Warranty Claim Notice shall include a description of the alleged failure of the Product to conform to the warranties set forth above. At Wieland Electric's request and written authorization, Buyer shall return the Non-Conforming Product to Wieland Electric, at the address provided by Wieland Electric for such return. If Buyer timely delivers a Warranty Claim Notice with respect to a Product and Wieland Electric determines, in good faith, that the Product fails to conform to the warranties set forth above, Wieland Electric shall, in its sole and absolute discretion, and within sixty (60) days after delivery by Buyer to Wieland Electric of a timely Warranty Claim Notice, either (A) replace the Non-Conforming Product by delivery of a new Product, or (B) credit to Buyer's account an amount equal to the purchase price paid by Buyer to Wieland Electric with respect to such Non-Conforming Product, which credit may be applied by Buyer to future invoices.

Wieland Electric further represents and warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

Wieland Electric shall not be liable for a breach of the warranty set forth in this Section 7 unless Buyer gives written notice of the defective Services, reasonably described, to Wieland Electric within seven (7) days of the time when Buyer discovers or ought to have discovered that the Services were defective.

During the Warranty Period from the date of completion of the Services, Wieland Electric shall, in its sole discretion, either repair or re-perform such Services (or the defective part) or credit or refund the price of such Services at the pro rata contract rate.

BUYER'S EXCLUSIVE REMEDIES AND WIELAND ELECTRIC'S SOLE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY ARE SET FORTH IN THIS SECTION 7.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, ALL PRODUCTS AND ALL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY. WIELAND ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE, AND ANY OTHER REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.
9. **LIMITATION OF LIABILITY OF WIELAND ELECTRIC.** IN NO EVENT SHALL WIELAND ELECTRIC BE LIABLE UNDER THESE TERMS AND CONDITIONS OR THE AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUE, GOODWILL, REPUTATION, DIMINUTION IN VALUE OR USE, INCURRED BY BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN AGREEMENT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF WIELAND ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

WIELAND ELECTRIC'S MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS OR THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE OF THE PRODUCTS

AND/OR SERVICES ACTUALLY PAID BY BUYER TO WIELAND ELECTRIC FOR THE PRODUCTS AND/OR FOR THE SERVICES.

IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY BY WIELAND ELECTRIC, SUCH AS WIELAND ELECTRIC'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DEATH OR BODILY INJURY RESULTING FROM WIELAND ELECTRIC'S ACTS OR OMISSIONS OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY, OR OTHER JURISDICTION.

BUYER SHALL NOT BRING ANY LEGAL OR EQUITABLE CLAIM OR ACTION AGAINST WIELAND ELECTRIC MORE THAN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER STATUTE OF LIMITATIONS IS PROVIDED BY APPLICABLE LAW.

10. Indemnification by Buyer. Buyer shall defend, indemnify, reimburse, and hold Wieland Electric, its affiliates, parent entities, and subsidiaries, and their respective successors, assigns, directors, officers, managers, employees, agents, and representatives harmless for, from, and against all actions, claims, liabilities, losses, damages, settlements, penalties, proceedings, fines, costs, and expenses (including attorneys' fees and expenses) (collectively, "**Damages**") caused by or resulting from (a) any breach of any covenant or obligation of Buyer in these Terms and Conditions or the Agreement; (b) any inaccuracy or breach of any representation or warranty of Buyer in these Terms and Conditions or the Agreement; or (c) any negligence or intentional misconduct of Buyer.
11. Intellectual Property. All rights, title, ownership, and interest in and to all Documentation and all Intellectual Property and Intellectual Property rights in the Products and Documentation are and shall remain the sole and exclusive property of Wieland Electric (or, if applicable, its suppliers, vendors, or licensors). Wieland Electric shall neither transfer nor convey to Buyer any right, license, or sublicense (a) to the Intellectual Property related to the Products or (b) to manufacture, have manufactured, modify or copy the Products by using the Intellectual Property or otherwise, except as expressly authorized by Wieland Electric in writing. No ownership rights or license with respect to the Intellectual Property of Wieland Electric or its suppliers, vendors, or licensors is, or has been, or shall be conveyed, licensed, assigned, or transferred to Buyer by virtue of this Agreement or the sale of Products to Buyer. "**Intellectual Property**" means any and all intellectual property or proprietary rights, including the following in any jurisdiction throughout the world: (a) all patents, patent applications, patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith; (b) all trademarks, service marks, designs, trade dress, logos, trade names, business names, company names, Internet domain names and all other indicia of origin, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations, and renewals in connection therewith and all goodwill associated with any of the foregoing; (c) all copyrights and other works of authorship, including rights in content, copyrights, database rights, moral rights, mask work rights, and all applications, registrations, and renewals in connection therewith; (d) all trade secrets, confidential business information, know-how, unpatented inventions, and other confidential and proprietary information; and (e) other industrial, proprietary, or intellectual property related rights anywhere in the world with respect to each of the foregoing items (a)-(d) existing at any time, now or in the future, including any improvements thereto, and all applications for, renewals of, and extensions of any of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with applicable law.
12. Confidential Information. Buyer shall keep the Confidential Information strictly secret and confidential and shall use the Confidential Information solely for the performance of its obligations and the exercise of its rights under these Terms and Conditions. Except as specifically permitted in these Terms and Conditions, Buyer shall not, voluntarily or involuntarily, directly or indirectly, in whole or in part, in any manner whatsoever, (a) communicate, disclose, divulge, distribute, duplicate, photocopy, reproduce, or transmit the Confidential Information to any person or entity; (b) use the Confidential Information, including (i) to Buyer's own advantage or benefit or to the advantage or benefit of any person or entity other than Wieland Electric, (ii) to the detriment of or in competition with Wieland Electric, (iii) in an unlawful manner, or (iv) to interfere with or attempt to terminate or otherwise adversely affect any business relationship of Wieland Electric; (c) copy, modify or otherwise incorporate the Confidential Information in any aspect of Buyer's existing or future business; or (d) represent that Buyer has any ownership or other right or interest in or to the Confidential Information. The foregoing obligations of confidentiality and nondisclosure shall not be affected or terminated by (A) bankruptcy, receivership, assignment for the benefit of creditors, attachment, or seizure, whether initiated by a party or otherwise; or (B) a trustee of a party in bankruptcy or by a party as a debtor in possession or equivalent under any bankruptcy law.

For purposes of this Agreement, "**Confidential Information**" means any and all technical, financial, business, and other information that is not generally known to the public, of any kind, tangible or intangible, in any form or medium (and regardless of the means or method of transmission or disclosure), disclosed or furnished by Wieland Electric to Buyer or

included in any Documentation or Products, including, without limitation, business plans, designs, drawings, engineering information, blueprints, schematics, technical information, financial analysis, forecasts, formulas, sales data, hardware configuration information, know-how, ideas, unpublished patent applications, inventions, materials, ingredients, processes, products, product plans, research, specifications, and trade secrets, whether or not such Confidential Information is designated by Buyer as "confidential," "proprietary," or some similar designation. Buyer agrees that all Intellectual Property included in any Product or Documentation is the sole and exclusive property of Wieland Electric or its vendors, suppliers, or licensors and constitutes Confidential Information of Wieland Electric. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

13. Compliance with Applicable Law. Buyer represents and warrants as follows:
- a. Buyer is not (a) directly or indirectly owned or controlled by any individual person or entity ("**Person**") currently included on the consolidated UNSC Sanctions List and the Consolidated Canadian Autonomous Sanctions List or any other similar lists maintained by the maintained by the Minister of Foreign Affairs, Global Affairs Canada, or any other applicable government Person ("**CA Sanction Agencies**") or (b) directly or indirectly owned or controlled by any Person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by CA Sanction Agencies or any other governmental entity. Buyer shall further not (a) directly or indirectly export, re-export, transship, transfer, or otherwise deliver the Products or any portion of the Products to against designated countries, regimes, or Persons or (b) broker, finance, or otherwise facilitate any transaction in violation of any all laws administered by CA Sanction Agencies, the Trade and Export Controls Bureau of Global Affairs Canada or any other governmental entity imposing economic sanctions and trade embargoes. Buyer shall also comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Products, including any software, documentation, and any related technical data included with, or contained in, such Products. Buyer shall further comply with all applicable Federal, State, or local laws, provinces, statutes, rules, regulations, ordinances, or orders.
 - b. Buyer's failure to comply with the provisions of this Section 13 will be deemed a material breach of these Terms and Conditions, and Buyer will notify Wieland Electric immediately if it violates, or reasonably believes that it will violate, any terms of this Section 13. Wieland Electric shall have the right to take any one or more of the following actions, in its sole and absolute discretion, without prior notice to Buyer, and without penalty or liability to Wieland Electric: (i) reject or cancel any pending Orders, or any Orders accepted but not shipped or delivered; (ii) recall or otherwise cancel Orders shipped by Wieland Electric that are in transit and instruct the carrier of the Products to return the Products to Wieland Electric or another designation determined by Wieland Electric; (iii) void all warranties with respect to the Products delivered to Buyer (iv) charge to Buyer all costs and expenses incurred or to be incurred by Wieland Electric as a result of, directly or indirectly, Wieland Electric's exercise of any of its rights or remedies under this Section, in which event Buyer immediately shall pay to Wieland Electric all such costs and expenses upon demand by Wieland Electric; or (v) exercise any or all other rights or remedies of Wieland Electric under applicable law or at equity. Buyer shall indemnify, reimburse, and hold harmless Wieland Electric, its parent company, and their directors, officers, agents, successors and permitted assigns for, from, and against any and all claims, actions, lawsuits, proceedings, damages, losses, CA Sanction Agencies and any government entity sanctions, penalties, fines, costs, and expenses (including, without limitation attorneys' fees), resulting from or connected with, directly or indirectly, any breach or inaccuracy of any representation, warranty, covenant, obligation, or other provision of this Section 13.
14. Force Majeure. In no event will Wieland Electric be liable or responsible to Buyer, or be deemed to have defaulted under or breached these Terms and Conditions, the Agreement, or any Order or acceptance, for any failure or delay in fulfilling or performing any term of these Terms and Conditions, the Agreement, or any Order or acceptance, when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake or explosion, war (whether declared or not), hostilities, insurrection, terrorism, sabotage, piracy, invasion, act of foreign enemies, extensive military mobilization, civil war, riot, rebellion, revolution, or other civil unrest, embargoes, currency or trade restrictions, sanctions, or blockades, national or regional emergency or disaster, epidemic or pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority or any other similar circumstances beyond Wieland Electric's reasonable control (each, a "**Force Majeure Event**").
15. Choice of Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada, without giving effect to principles of conflict of laws thereof or the UN Convention on Agreements for the International Sale of Products of 1980. Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with by ICDR Canada in accordance with its Canadian Arbitration Rules ("**ICDR Canada**"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in Toronto, Ontario, Canada shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than \$75,000, before a single arbitrator mutually agreeable to Wieland Electric and Buyer, or if no agreement can be reached, then selected by the ICDR Canada, or (ii) if the amount in dispute is \$75,000 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award

reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys' fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

16. Independent Contractor. The relationship of Buyer and Wieland Electric is that of independent contractors, and nothing contained herein shall be constructed to constitute any party as the agent of another party or as partners, joint ventures, franchise relationship, co-owners or otherwise as participants in a joint or common undertaking. These Terms and Conditions shall not, and are not intended to, create a distributor relationship between Buyer and Wieland Electric or to provide to Buyer any rights of a distributor.
17. Assignment. Buyer may not assign these Terms and Conditions or any of its rights or obligations under these Terms and Conditions without the prior written consent of Wieland Electric, which consent may be withheld in Wieland Electric's sole and absolute discretion.
18. Invalidity. If any provisions of these Terms and Conditions are held to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be given full force and effect.
19. Notices. All notices required or permitted under these Terms and Conditions will be in writing and will be deemed given (i) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (ii) one business day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All such notices will be sent to Wieland Electric at: 3570 Platinum Drive, Units 6 and 7, Mississauga, Ontario, Canada L5M2R7, or to Buyer at the address in Wieland Electric's records for billing purposes, or to such address as may be designated by a party by giving written notice to the other party pursuant to this Section.
20. Waiver. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.
21. Amendments; Entire Agreement. These Terms and Conditions may be amended, rescinded, or otherwise revised by Wieland Electric at any time in its sole and absolute discretion. This Agreement, including any exhibits, or schedules, if any, contains the entire agreement of Wieland Electric and Buyer with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof.
22. Survival. All provisions of these Terms and Conditions that by their nature should continue in force beyond the completion or termination of these Terms and Conditions, any confirmed Order, or any relationship between the parties will remain in force and effect.

Effective: June, 2024