

M2S ELECTRONICS

STANDARD TERMS AND CONDITIONS OF PURCHASE

CONDITIONS GÉNÉRALES D'ACHATS

SPECIFICATIONS AND QUALITY

The Seller will commit to supply the products aligned with the specification's requirement by the Buyer.

Certificate of compliance: The Seller shall include a certificate of compliance and test report for all the shipments. The certificate of compliance needs to specify that the part is conforming to the specifications and test shall be agreed between Seller and Buyer. The revisions of the drawing used to produce and inspect the parts must appear on the certificate.

Conformity of material: All materials delivered to the Buyer must be free of defect based on the technical specification. If any defective material is shipped to the Buyer and this material causes any damage to other components of the product or any loss of time. Losses can be charged to the Seller. All investigations cost to find the problem can also be invoiced to the Seller.

Material identification and packaging: It is the Seller's responsibility to verify that the revision of the parts delivered is the one ordered. All the packages must be identified with Buyer's part number, the part's revision (if applicable) and the quantity contained in the package. The weight of each box must not exceed 70 pounds (31.75 kg).

Tools: Tools maintenance (molds and dies) is the Seller's responsibility with the exception of normal wear. The Seller needs to obtain a written approval before disposing of a tool which is Buyer's property. All tools that are Buyer's property must be clearly identified "Buyer's property". With the final tool approval, internal tool # with pictures of the tools must be supplied to the Buyer.

Conflict Free Minerals: The Seller must comply with Conflict Mineral due diligence.

PACKING

Seller shall properly pack all Materials prior to shipping, including without limitation that Seller shall package the Materials supplied to ensure protection against environmental changes and damage during handling and transportation. No charge will be accepted by the Buyer for packing, boxing, containers, reels or cartage unless otherwise specifically agreed in writing. All Material and packaging must be clearly marked and identified in accordance with the Buyer's instructions and as required by law.

QUANTITY

The Seller shall provide the quantity indicated, and in no case may the Seller provide substitute products or products complying with alternative specifications without express written approval (and agreement upon change in price) from The Buyer. The Seller shall not consider delivery complete until delivery of the stated quantity. The Buyer may reject all or any excess Materials. Any such rejected Materials may be returned to the Seller at Seller's risk and expense.

PRICES

The Seller shall sell the Products in accordance with the prices and delivery terms indicated on the order hereof.

Prices are firm, not subject to escalation or additional charges unless otherwise specifically agreed in writing. Any agreed-upon discounts will be computed from the date of receipt of correct invoices or acceptance of Work, whichever occurs last. The Seller agrees to credit, or reimburse at The Buyer's option, the Buyer for any taxes, customs, duties or other levies that are included in the price(s) but are not required to be paid.

DELIVERY AND SHIPPING

Seller must comply with the stated schedule and delivery date(s) which are meant to be the "Delivery Date" at the Buyer's facility. Seller shall ensure that the quantities and delivery schedules herein are met ON TIME.

With the payment term specified on Purchase Order (PO), Seller shall pay for freight charges. If Purchase Order specifically states that the Buyer is responsible for any freight charges, such charges shall be

included as a separate line item on the invoice. The invoice on which these charges are shown (as a separate item) must be accompanied by a signed original and copies of bills of lading or express receipts and receipted freight or express bills to substantiate such charges.

In case of delays, the Seller will be responsible for all associated costs related with such delays including special transport in order to ensure prompt delivery. Even if the Buyer is responsible for shipping, the Seller shall be responsible for any excess transportation charges incurred by making partial shipments not specifically authorized in writing by the Buyer. Materials shipped to the Buyer in advance of schedule may be returned to Seller at Seller's expense. Notwithstanding any provision to the contrary, for international transactions, Seller shall be exporter of record and responsible for carrying out related customs formalities and, for any Materials returned to Seller that requires import, Seller shall carry out the related customer formalities and act as importer of record.

The Purchase Order number must appear on all shipping manifests, bills of lading, invoices and correspondence and must be marked on or tagged to all Material shipped. A packing list and any other requested document must accompany each shipment showing Purchase Order number, item number and quantity of each product packaged (collectively, "Order Information"). For any international shipments (except for shipments to the Buyer's customer's location), the Seller shall also include a copy of airway or truck bill of lading and Seller's commercial invoice. For customs purpose, the Seller must put Country of Origin on the shipping documents for each item.

The Parties agree and acknowledge that time is of the essence with respect to the delivery obligations set forth in the Purchase Order. In the event of a late delivery, the Buyer has the right to terminate the Purchase Order for this cause.

PAYMENT

Seller shall issue an invoice for each delivered shipment. For each delivery, Seller shall send to Buyer the following documentation:

Invoice, and Packing slip

If the finished goods have a shelf life, such shelf life shall be written on the packaging or, at least, written on the Packing slip.

The invoice must be issued with the buyer following details
M2S ÉLECTRONIQUE LTÉE,
2855 De Celles, Québec, (Québec), Canada, G2C 1K7

Invoices will be rendered by the Seller after all Materials have been received by The Buyer and the Services performed. A separate invoice must be issued for each Purchase Order. Each invoice will contain a complete description of the Materials delivered or Services rendered and show the Purchase Order number. Any sales taxes, duties and transportation charges which are the responsibility of The Buyer pursuant to the front of this Purchase Order will be shown separately on each invoice. Invoices must be mailed to the Buyer at the address indicated on the front page and must not be left with an employee of the Buyer at the time of delivery of Material or performance of Services. Notwithstanding any provision contained in any invoice, in no event shall there be any interest or other charges on overdue invoices and any such purported amounts will not be owed or paid.

OBLIGATIONS OF SELLER

Unless otherwise agreed between Buyer and Seller, Seller shall have the following obligations:

Supply of the Product

Seller shall deliver the Product within the Lead Time in accordance with Buyer's Purchase Order and shall promptly advise Buyer of any delay or anticipated delay in delivery or performance within one working day after receiving buyer's purchase order or buyer's call order.

Seller shall:

- respond to every oral or written request of Buyer in form of writing order confirmation containing the agreed deadlines and terms of delivery;
- to regularly supply Buyer with the Product pursuant to Buyer's Purchase Orders and Call Orders;

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- submit the Certificate of Compliance and Analysis with each delivery in accordance with the Specifications;
- in case of Extraordinary Needs urgent demand of the Buyer, be at Buyer's disposal 24 hours daily, 7 days in week. Buyer shall send these extraordinary urgent requests to the email or phone numbers agreed in written between both Parties and Seller should response within the same day;
- in case of unforeseen circumstance and events in the plants of Seller to inform the Buyer in writing without undue delay.

Guaranties and warranties

The Seller guaranties and warrants that the products will be suitable for the specified purpose for which it is purchased after acceptance by the Buyer. In addition, the Seller expressly guaranties and warrants that by the Buyer: (i) all products shall conform to the strict requirements and specifications of this Purchase Order; (ii) all design, workmanship and otherwise regarding all products shall be free of defects and failures; (iii) all products shall be performed in accordance with no less than industry standards by qualified personnel; (iv) none of the products infringe the intellectual property of any third party, and no products are subject to restrictions on use; and (v) all products, and all actions, practices and operations by Seller related hereto, comply with all applicable law in CANADA.

In the event of failure to adhere to any of the forgoing, in addition to any other remedies the Buyer may have, all Work shall be replaced or repaired at The Buyer's or its customer's site by the Seller immediately at no additional cost. Any non-conforming services shall be re-performed. In the event that the Seller is unable or unwilling to affect immediately such repair, replacement, or re-performance the Buyer shall have the right to effect or have been effected such repair, replacement, or re-performance at the Seller's expense. If the Buyer approves sending any materials back to Seller for repair, Seller shall also be responsible for and promptly pay all repackaging, handling and transportation charges (both ways). In all cases, Seller shall be expressly responsible for and promptly pay all labor costs, customer chargebacks and all other damages and costs of the Buyer and its customer. Any attempt by Seller to disclaim any of the warranties or guaranties herein shall be void and of no effect.

Technical Support Services

As required by the Buyer, the Seller shall make available at no extra cost the services of one (1) or more factory trained, qualified, field service engineer(s) or technician(s) for assistance on a full time basis at the location designated by the Buyer. Such technical support shall be available during the following phases of the PO in order to ensure prompt resolution of any issue related to the products, and to support the Buyer in regard to proper use, care and maintenance of the products, and consist of the following:

- Inspection, operation, testing, qualification, commissioning and adjustment of the products; and
- Closing of all Open Items and acceptance of the products and the Equipment by the Customer; and Defects Liability Period.
- The Supplier's personnel assigned to this technical support shall assist to all of these and have adequate testing equipment and necessary Spare Parts to ensure the fulfilment of such tasks.

Whenever the Buyer requires technical support in regard to the products, the Buyer shall advise the Supplier of the problem and of the need for technical support within the time period specified in the PO. The Supplier shall then make available such quantity of competent personnel as may be needed to provide the required technical support, and supply the Buyer with an action plan during said time period at no extra cost to the Buyer.

The failure of the Supplier to provide the required technical support which forces the Buyer to dedicate additional resources and labor for the proper performance or integration of the Goods into the Equipment shall entitle the Buyer to charge back the costs incurred by such allocation of additional resources.

Return of goods:

The Seller shall credit all the material returned and invoice the returned quantity. All shipping and custom fees to return the material to supplier and replace the material to the Buyer are Seller's responsibility.

Modifications to components and process:

Supplier has the responsibility to advise the Buyer at least 120 days before of all modifications brought to the components used, to the source of these components, and to the processes used by supplier or its sub-contractor or manufacturer in the manufacturing of these components. Should a change occur, a period of time sufficient for the approval of the new component, tooling or of the new process must be granted to Buyer. During that approval period, supplier must ensure that the component initially approved by Buyer will be provided to him. All expenses incurred (inspection, loss of production, service, engineering, transportation...) for the modification, without approval, of a component or process, or in reason of the bad maintenance of the equipment or tools by a supplier, may be claimed by the Buyer.

OBLIGATIONS OF BUYER

In case of Extraordinary Needs, the Buyer shall inform Seller in writing via email or to phone numbers indicated in written by Both Parties.

PRECEDENCE OF DOCUMENTS:

Precedence of documents is as following in the relationship between the Buyer and the Seller:

- M2S Supply Contract Agreement
- Annexes of the M2S Supply Contract Agreement
- Special agreement (NCNR,...)
- M2S Blanket PO (VB) & M2S Purchase PO (VC)
- Other documents required by the Buyer to the Seller

FORCE MAJEURE

The performance of the obligations of the Buyer and Seller under these terms and conditions may be suspended in whole or in part by either party in the event of, and to the extent that, such performance is prevented by an Act of God, war, riot, fire, explosion, accident (other than where caused by the negligence or willful default of Seller), flood, sabotage, terrorism, industry-wide strikes, compliance with governmental laws which is not informed to entrepreneur at least 3 months in advance for proper preparation, regulations, orders or action, national defense requirements, or other similar events that are beyond the reasonable control of such party which could not be foreseen. Any such event shall be deemed a force majeure event.

CONFIDENTIALITY

Confidential Information" means all business and/or technical information: (i) relating to the subject matter of these terms and conditions; (ii) concerning the Disclosing Party and its products, operations, research and development efforts, inventions, trade secrets, computer software, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and Buyer relationships, finances and other business operations and affairs; and (iii) of third parties that the Disclosing Party maintains in confidence, that has been or may be disclosed to the Receiving Party in written and/or other materials, through the Receiving Party's access to premises, equipment or facilities of the Disclosing Party, or by oral communication with employees, consultants, or agents of the Disclosing Party, in connection with, or incidental to, these terms and conditions and all tangible embodiments of such information. The Confidential Information of each Party (whether disclosed by a Party or by the relevant M2S Électronique Affiliate) shall include the Confidential Information of its M2S Électronique Affiliates.

A Party shall: (i) hold the Confidential Information in strict confidence, apply to such Confidential Information at least the same standard of care with which it treats its own proprietary and confidential information (being no less than a reasonable standard of care); (ii) not use any Confidential Information for any purpose other than in accordance with this Contract; and (iii) not disclose Confidential Information to any person other than its employees who have a need to know such Confidential Information.

The Parties' respective obligations of confidentiality contained in this Contract shall not apply to information that: (i) at the time of disclosure was in the public domain or comes into the public domain other than through breach of these terms and conditions by the Party receiving the Confidential Information ("Receiving Party"); (ii) was known by the Receiving Party (as established by Receiving Party's own records or other competent proof) before disclosure by the Party disclosing the

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Confidential Information ("Disclosing Party"); (iii) is lawfully disclosed to the Receiving Party by a third party acting in good faith and not bound by a confidentiality obligation; or (iv) the disclosure of which is required by law, by any court of competent jurisdiction, or by any official regulatory body subject to prior consultation with Disclosing Party's legal counsel.

Each Party shall ensure that its employees, agents and subcontractors will be subject to the foregoing obligations and each party shall accept responsibility for any use or disclosure of Confidential Information by its employee representatives or contractors in violation of these terms and to take such steps as may be required by applicable law to enforce this obligation.

Each Party shall notify the Disclosing Party immediately if the Receiving Party is requested or required to disclose any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding, so that the Disclosing Party may if it chooses seek an appropriate protective order.

COMPLIANCE WITH BUYER'S POLICIES AND RULES

The Seller agrees and binds itself to comply with the Buyer's policies and rules, such as, but not limited to:

The Code of Business Conduct for Suppliers

The Seller agrees to provide each of its managers, employees, service providers, representatives and agents performing the Services a copy of the Code of Business Conduct for Suppliers of M2S Electronics, a copy of which is attached as Annex "A" below. The Seller undertakes that it, its managers, employees, service providers, representatives and agents will comply with the Supplier's Code.

The Anti-Corrupt Practices

This Terms and conditions are contingent upon compliance with all applicable Canada laws, particularly the Foreign Corrupt Practices Act. The Seller agrees that it will not, in connection with transactions contemplated in these terms and conditions, or in connection with any other business transactions involving the Buyer, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled Buyer, or political party in order to obtain any improper benefit or advantage. The Seller warrants that no money paid to it as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable Canada law. The Seller agrees to provide prompt certification of its continuing compliance with applicable laws whenever requested by the Buyer.

The Seller warrants that none of its agents or employees is government officials or close family members of government officials. The Seller further warrants that it will not make payments on behalf of the Buyer without obtaining prior approval from the Buyer. A written accounting must be kept of all payments made by it or its agents or employees on behalf of the Buyer, or out of funds provided by the. A copy of this accounting must be provided to the Buyer upon request. At no time shall any payment be made by the Seller or its agents or employees to any undisclosed third party. The Buyer reserves the right to audit the Seller's compliance with the terms of these terms and conditions.

The Supplier's Guiding Principles

In providing the Services to the Buyer, the Seller is required to and hereby warrants that it meets and will meet the following minimum standards with respect to its operations as a whole:

- Laws and Regulations of CANADA: It will comply with all applicable laws, rules, regulations and requirements.
- Child Labor: It will not use child labor, as defined by local law.
- Forced Labor: It will not use forced or compulsory labor.
- Abuse of Labor: It will not physically abuse labor.
- Collective Bargaining: It will respect employees' rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law.
- Wages and Benefits: Wages and benefits will comply with local law.
- Working Hours and Overtime: Working hours and overtime will comply with local law.

- Health and Safety: Working conditions will comply with local regulations.
- Environment: It will comply with all applicable environmental laws of CANADA and local law.

Other requirements may, however, be imposed by the Buyer elsewhere in these terms and conditions or in separate communications.

The Seller agrees that it must be able to demonstrate compliance with these requirements at the request of and to the satisfaction of the Buyer. These terms and conditions include, but are not limited to, M2S Electronics and the Buyer having the right to inspect any site involved in the work for the Buyer. Should the Seller fail to satisfy the Buyer of its compliance, the Seller agrees that this Agreement is subject to immediate termination without penalty to the Buyer but with obligations to remedy direct damages suffered by the Buyer. All other policies and guidelines of the Buyer and any other agreements to which the Seller is a party shall continue in full force and effect.

GOVERNING LAW

The terms and conditions hereof shall be interpreted in accordance with and governed by the laws of the Province of Quebec without application of conflicts of law provisions thereof. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of these terms and conditions in any court of competent jurisdiction in the Province of Quebec, and Seller hereby irrevocably consents to personal jurisdiction and venue in any such court Seller agrees to irrevocably waive any right to, and shall not, oppose any such Quebec action or proceeding on any jurisdictional basis, including *forum non conveniens*. Moreover, Seller shall not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a Quebec court as contemplated by this Section.

The parties specifically disclaim application to these terms and conditions of the United Nation Convention on Contracts for the international Sale of Goods.

ANNEX A: CODE OF BUSINESS CONDUCT FOR SUPPLIERS

M2S Electronics expects all of its employees to comply with the law and act ethically in all matters. We have the same expectations of our suppliers. Our Code of Business Conduct sets the basic standards for employee conduct. This Code of Business Conduct for Suppliers establishes related requirements for our suppliers. Working together, we can achieve great success by doing the right thing.

Note: This Code contains general requirements applicable to all suppliers to M2S Electronics. Particular supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

Conflicts of Interest

Employees of M2S Electronics should act in the best interest of the Company. Accordingly, employees should have no relationship, financial or otherwise, with any supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of M2S Electronics. For example, suppliers should not employ or otherwise make payments to any employee of M2S Electronics during the course of any transaction between the supplier and the Company. Friendships outside of the course of business are inevitable and acceptable, but suppliers should take care that any personal relationship is not used to influence M2S Electronics's business judgment. If a supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of M2S Electronics, or if a supplier has any other relationship with an employee of M2S Electronics that might represent a conflict of interest, the supplier should disclose this fact to M2S Electronics or ensure that M2S Electronics employee does so.

Gifts, Meals and Entertainment

Employees of M2S Electronics are prohibited from accepting anything more than modest gifts, meals and entertainment from suppliers.



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Ordinary business meals and small tokens of appreciation such as gift baskets at holiday time generally are fine, but suppliers should avoid offering M2S Electronics employees travel, frequent meals or expensive gifts. Gifts of cash or cash equivalents, such as gift cards, are never allowed.

Business and Financial Records

Both the supplier and M2S Electronics must keep accurate records of all matters related to the supplier's business with M2S Electronics. This includes the proper recording of all expenses and payments. If M2S Electronics is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Bribery

Suppliers acting on behalf of M2S Electronics must comply with the Canada Foreign Corrupt Practices Act, as well as all local laws dealing with bribery of government officials. In connection with any transaction as a supplier to M2S Electronics, or that otherwise involves M2S Electronics, the supplier must not transfer anything of value, directly or indirectly, to any government official, employee of a government-

controlled company, or political party, in order to obtain any improper benefit or advantage. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of M2S Electronics, or out of funds provided by M2S Electronics. Suppliers must furnish a copy of this accounting to M2S Electronics upon request.

Protecting Information

Suppliers should protect the confidential information of M2S Electronics. Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone unless authorized to do so by M2S Electronics. Suppliers should not trade in securities, or encourage others to do so, based on confidential information received from M2S Electronics. If a supplier believes it has been given access to M2S Electronics's confidential information in error, the supplier should immediately notify its contact at the Company and refrain from further distribution of the information. Similarly, a supplier should not share with anyone at M2S Electronics information related to any other company if the supplier is under a contractual or legal obligation not to share the information.