

**PLATINUM GROVER (2023)
INC.**

**GENERAL TERMS AND
CONDITIONS OF SALE**

- 1. Applicability; Objection to Additional or Different Terms and Conditions.** This document (together with any exhibits, attachments, and other documents incorporated by reference, this “**Order**”) is an offer by Platinum Grover (2023) Inc. (“**PGI**”) governing the sale and provision of the goods or services indicated on the face of or attached to or incorporated by reference into this document upon the terms and conditions contained herein. PGI and the Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**”. By acknowledging receipt of this Order or by accepting delivery of the goods described herein, the Party named on the face of this Order (the “**Customer**”) agrees to these terms and conditions. Terms or conditions contained in any prior, contemporaneous or subsequent communication from PGI or the Customer that submit, propose, or state any additions, changes, deviations, or modifications to this Order, shall automatically be deemed void, objected to, and rejected by PGI and the Customer. This Order is the final and complete expression of the order between the Parties, setting forth the entire agreement between the Parties regarding transactions under this Order and including all promises and representations both express and implied. If this Order is construed to be an offer, this offer expressly limits acceptance by the Customer to the terms of this offer and notice of objection to any different or additional terms is hereby given. If this Order is construed to be an acceptance of an offer, this acceptance is expressly conditioned upon the Customer’s assent to any different or additional terms contained in this Order. In the event of any conflict between the terms and conditions herein and any other contract or document governing transactions for goods and services between the Parties, this Order shall control with regard to the transaction contemplated herein unless such other document is specifically referred to on the face of this Order. PGI takes exception to, hereby objects to and rejects all hold harmless and indemnity provisions, either express or implied, set forth in the Customer’s order, including, but not limited to, those that attempt to make PGI responsible for the Customer’s negligence. PGI also objects specifically to any provisions in any purchase order or similar document issued by the Customer that attempt to: (a) impose warranties other than as set out herein, (b) prohibit disclaimers of warranties, (c) preclude limitations on the Customer’s remedies, or (d) impose damages resulting from performance failures.
- 2. Modification.** None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a written instrument specifically referencing the affected provision of this Order signed by an authorized representative of PGI and an authorized representative of the Customer. The failure or delay of either Party in the enforcement of the rights detailed in the Order shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. Either Party may exercise its rights under the Order despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.
- 3. Price and Payment.** Unless otherwise set out on the Order, payment shall be due thirty (30) days after invoice date. If the Customer fails to timely pay its account, PGI, and/or its parent, subsidiary, and affiliated companies (“**PGI’s Affiliates**”), may set off against the Customer’s, and/or its parent, subsidiary, and affiliated companies’ account balance, hold further orders, charge late payment fees and interest on past due amounts, and/or perfect its interest in the goods and/or the Customer’s property by filing the appropriate liens or other documents. Interest shall accrue at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law on any invoice from the date such invoice becomes due. PGI may use the services of a collection service and/or an attorney to collect amounts overdue. In such event, the Customer agrees that it will be liable for all fees incurred by PGI, including collection service fees and/or attorney’s fees, costs, and expenses arising out of the collection efforts.
- 4. Taxes.** Prices do not include sales, use, excise, export/import duties, tariffs or other similar taxes (collectively, “**Taxes**”). As and when calculated, the amount of any present, retroactive, or future Taxes applicable to the Customer’s purchase of goods or services will be added to PGI’s invoice and paid by the Customer unless the Customer provides PGI with tax exemption certificates acceptable to the appropriate taxing authorities.
- 5. Currency and Conversion.** The Customer agrees to pay the invoices in the same currency as set out in the Order. If the Order requires PGI to acquire any goods in fulfillment of the Order in currency other than Canadian dollars, then the Customer agrees to pay the currency exchange rate incurred by PGI at the time.
- 6. Transportation, Title and Risk.** The delivery terms will be set out in the Order. If the delivery terms are not set out on the Order, all goods shall be delivered at the shipping point (the Customer pays shipping costs and takes responsibility for the goods when the goods leave PGI’s premises, including responsibility for insuring such goods), and title and risk of loss to the goods shall pass to the Customer at the delivery point. Packaging will be at PGI’s discretion unless set out in the Order. Delivery dates are approximate only and are computed from the date of receipt of the Customer’s Order. Delivery dates are subject to revision at the time of entry of the Order by PGI, and delivery dates then given are approximate and subject to any action PGI must take in connection with other orders.
- 7. Time.** PGI will employ commercial efforts to fill the Customer’s Orders promptly upon acceptance. In the event PGI is delayed in delivering goods and such delay is caused by a force majeure event as described in Article 11, such delay shall be excused.
- 8. Warranty/Disclaimer.** PGI warrants for a period of 12 months from the date of delivery (the “**Warranty Period**”) that goods of PGI’s own manufacture supplied hereunder will be of the kind and quality specified in writing to the Customer, and for such goods PGI’s manufacturing process will not cause patent defects in material and will be performed in a

good and workmanlike manner, provided the goods are used under normal and proper operating conditions and service. During the Warranty Period, goods will be replaced or repaired, or the purchase price refunded, at PGI’s option, to the extent not in compliance with this warranty.

With respect to goods manufactured by other manufacturers, PGI hereby assigns all manufacturers’ warranties and remedies, to the extent assignable. Further, PGI agrees to provide such cooperation and assistance as the Customer may reasonably request to effectuate such warranties as against manufacturers of such goods, provided that PGI shall not be obligated to take any action that threatens or impairs its own rights, duties, and responsibilities.

Notwithstanding anything contained in this Order or any associated documents, PGI shall not be responsible for discovering defects in, or removing or reinstalling, any defective goods subject to this warranty.

THE WARRANTIES, AND REMEDIES FOR BREACH OF SUCH WARRANTIES, SET FORTH ABOVE ARE EXPRESS AND IN LIEU OF AND SUPERCEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. PGI’S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO TEN PERCENT (10%) OF THE VALUE OF THE WARRANTED GOOD.

- 9. Limitation of Liabilities.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BUSINESS OR BUSINESS OPPORTUNITY) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR SERVICES PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES OR OTHER RELIEF SOUGHT ARE BASED IN CONTRACT OR TORT, INCLUDING BREACH OF CONTRACT INCLUDING WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. FURTHER, NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDER TO THE CONTRARY, PGI’S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE THEREOF, AND EVEN IN THE EVENT OF THE FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE PARTY WHOSE LIABILITY IS DISCLAIMED OR LIMITED.
- 10. Intellectual Property.** The Customer shall acquire no right, title or interest of any kind in, or with respect to, any of PGI’s, PGI’s Affiliates, PGI’s manufacturers’ or PGI’s other suppliers’ trademarks appearing on goods or otherwise, software developed or provided by PGI or any of those persons, or any other intellectual property rights used to create, embodied in, used in or otherwise relating to the goods or services sold under this Order. Title to, or property rights in, software developed or provided by PGI or any of those persons shall pass to the Customer only pursuant to a separate written agreement specifically setting forth the property rights provided, and only if the Customer was specifically and separately invoiced for such software. Notwithstanding anything to the contrary in this Order, in no event shall this Order be construed as transferring any right, title or interest in any of PGI’s background technology, trade secrets, patents, trademarks, copyrights or any other of its intellectual property of any type or substance. Any transfer of right, title or interest of the foregoing shall be subject to a separate agreement between the Parties.
- 11. Force Majeure Event.** PGI shall not be liable to the Customer for any loss or damage suffered by the Customer, directly or indirectly, for any failure or delay of PGI to perform hereunder where such failure or delay is caused by or results from acts beyond PGI’s reasonable control, including, but not limited to: labor troubles (including, without limitations, strikes, slow downs and lockouts) or civil disturbance, actions by governmental authorities, including statutes and/or regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, fire, flood, hurricanes, tornados, acts of God, power failures, accidents, national or regional emergencies, a Health Emergency (including the non-availability of materials, goods or labor engaged or to be engaged upon or in connection with the Work as a result of a Health Emergency and/or the implementation of public health measures in connection with a Health Emergency which affects the ability of PGI to perform hereunder), or other causes of like or different character. A Health Emergency means any epidemic, pandemic, or other national or regional public health issue including without limitation any localized or widespread occurrence of any infectious disease.
- 12. Cancellation.** Because PGI often places orders with its suppliers in reliance upon its customers’ orders, the Customer may not cancel this Order without PGI’s consent, which consent may be withheld in PGI’s sole but reasonable discretion. If PGI agrees to cancellation of an Order, the Customer shall pay, any and all reasonable and documented costs including, without limitation, capital outlays and commitments, demobilization of personnel or equipment, cancellation charges, third party manufacturer termination fees, shipping costs and restocking fees, and all such other costs.

- 13. Severability.** If any one or more of the provisions of this Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of this Order or such other document, as the case may be, and this Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.
- 14. Personal Information.** “Personal Data” shall mean any information relating to an identified or identifiable individual (unless otherwise defined under applicable laws related to the protection of individuals), the processing of such information, and the security requirements for, and the free movement of, such information. “Customer Group” shall mean its affiliates, and its other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding PGI). “PGI Group” shall mean PGI, PGI’s Affiliates, PGI’s other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding the Customer).
- 14.1** The Customer will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). The Customer will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Order.
- 14.2** Prior to any transfer of Personal Data by the Customer, the Customer will impose all obligations on the Customer Group as required by the Order and applicable laws.
- 14.3** Customer will inform PGI if it detects or reasonably suspects that an accidental, unlawful, or unauthorized (i) destruction, (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of the PGI Group Personal Data has occurred.
- 14.4** Any Customer Group Personal Data collected by the PGI Group during the performance of the Order will be processed in accordance with PGI’s Privacy Statement.
- 15. Trade Compliance.**
- 15.1 Foreign Corrupt Practices Act.** Neither the Customer, nor any of its directors, officers, employees, agents, or representatives has made or will make any gift or payment of money or anything else of value, directly or indirectly, to an official or employee of any government, or any department or agency thereof (including governmental-owned companies), to any official of any international organization, or to any political party or candidate for political office (each, an “Official”) for the purpose of influencing any act or decisions of such Official in his official capacity, inducing any such Official to act or fail to act in violation of his official duty, or inducing such Official to use his influence to influence or affect any act or decision of a government, any department or agency or instrumentality thereof, or any international organization for the purpose of obtaining, retaining, or directing business.
- 15.2 Gifts.** The Customer shall not allow its officers, employees or agents, subcontractors, or vendors to offer PGI’s officers, employees, agents, subcontractors, or vendors any gift or entertainment of significant cost or value in connection with the Order or otherwise.
- 15.3 Sanctions Law Compliance.** The Customer agrees and acknowledges that it does not provide or receive any goods, services, or technology services to or from governments, governmental agencies, other groups, individuals, or any of their agents which are subject to U.S. trade sanctions or other restriction, including, without limitation, to the following “Embargoed Persons:” (i) governments, government agencies, businesses organized in, and nationals or residents of Cuba, Libya, Iran, Syria, Sudan, or other embargoed governments or regimes or (ii) to anyone on the U.S. Treasury Department’s Office of Foreign Asset Control’s lists of Specially Designated Nationals, Specially Designated Global Terrorists, and Foreign Terrorist Organizations. By entering into the Order, Customer represents and warrants that the Customer is not an Embargoed Person and is not controlled by or acting as an agent of any such an Embargoed Person.
- 15.4 Violations and Failures.** Any violation by the Customer of this Article 15, or the Customer’s inability to pass a trade compliance screening, will be cause for immediate cancellation of the Order at no expense to PGI. The Customer shall notify PGI in writing promptly after the occurrence of such violation, inability, or failure.
- 16. Governing Law and Arbitration.** The laws of the Province of Alberta and the federal laws applicable therein shall govern the validity, interpretation, and enforcement of this Order without regard to any choice of law rules or conflicts of law principles that would apply the law of another jurisdiction. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Order. Any dispute, controversy or claim arising out of or relating to this Order or the breach, termination or validity hereof, which cannot be resolved amicably by the Parties, shall be finally settled in accordance with the *Arbitration Act*, R.S.A. 2000, c. A-43 (Alberta). The arbitration shall be conducted by a single arbitrator appointed by mutual agreement of the Parties. If the Parties cannot agree on a single arbitrator within 30 days of notice from either Party that it intends to proceed to arbitration under this Article, either Party may request, on application pursuant to the *Arbitration Act*, that a Justice of the Court of King’s Bench, Calgary, appoint an arbitrator, which appointment shall be binding on the Parties. The place of arbitration shall be in Calgary, Alberta. The decision of the arbitrator shall be final and binding on the Parties. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. The arbitrator rendering the judgment shall not, and is expressly denied the power to, award consequential, exemplary or punitive damages to any Party.