

Calian Advanced Technologies Supplier Terms and Conditions

[Access Supplier Waiver Form](#)

1. Calian Ltd., or its affiliate and/or subsidiary, as applicable (“Buyer” or “Calian”), requests the supplier (“Seller”) to supply Buyer with certain products, goods, articles, materials and/or services (collectively the “Work”) specified in Buyer’s purchase order(s) or such similar document(s) or agreement(s) that incorporates these terms and conditions (the “Terms and Conditions”) therein (each herein referred to as the “Purchase Order”) and Seller agrees to provide the Work subject to these Terms and Conditions.

2. INSTRUCTIONS

1. Seller’s invoices shall be e-mailed to at.invoices@calian.com, no later than the day following shipment. Individual invoices shall be issued for all shipments against each Purchase Order. All applicable taxes must be shown as separate line items on all invoices.
2. Shipments originating outside Canada shall include the original and two copies of a properly certified Canada Customs Invoice(s). NAFTA Certificate of Origin to be supplied where applicable.
3. Each shipment shall be accompanied by a packing slip specifying the quantity and description of the shipment and bearing Buyer’s

Purchase Order number. Buyer's count will be conclusive on all shipments not accompanied by packing slip.

4. Purchase Order must be acknowledged promptly.
3. ACCEPTANCE – Agreement by Seller to furnish the Work hereby ordered, or its furnishing such Work in whole or in part, shall constitute acceptance by Seller of these Terms and Conditions and those contained in the Purchase Order. In the event that the Purchase Order does not state price or delivery, Buyer will be bound as to prices or delivery only upon its written approval. Any terms and/or conditions proposed by Seller inconsistent with or in addition to the Terms and Conditions of purchase herein contained shall be void and of no effect, unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective must be made in writing and be signed by a duly authorized representative of Buyer. These Terms and Conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. Buyer's rights hereunder shall be in addition to all its rights and remedies at law of equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.
4. DELIVERY NOTICE OF DELAY – Time is and shall remain of the essence of the applicable Purchase Order, and no acts of Buyer including without limitation modifications of the Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse, or return at Seller's risk and expense, shipments

made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute or any other cause which delays or threatens to delay the timely performance of the Purchase Order.

5. CASH DISCOUNT – The period of time within which Buyer may be entitled to take advantage of any cash discount shall be reckoned from the later of the scheduled delivery date or the date of actual receipt of the goods in Buyer's premises.

6. PACKING AND SHIPPING – Unless otherwise specified on drawings or specifications, the items shall be packaged to the extent necessary to provide protection from the hazards of contamination or physical damage encountered in handling and shipping. Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared, or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value. All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

7. STATIC SENSITIVE DEVICES – All ESD sensitive devices shall be packaged and handled to preclude damage by electrostatic discharge. Packaging shall be clearly marked (MIL-STD-129 LABEL) to indicate that contents are subject to electrostatic damage.

8. INSPECTION

1. Any goods found to be defective upon Buyer's inspection at receipt are to be returned at Seller's expense for either credit or replacement. If Replacement is made, freight must be prepaid. Goods are subject to Buyer's inspection both before and after delivery and notwithstanding prior payment. Prepayment shall not constitute acceptance.

2. All work during the performance of this Purchase Order shall be open to inspection and test at Seller's plant by authorized representatives of Buyer. For the purpose of inspection, Seller shall at all times allow such representatives free access to the plant and its operations hereunder, and at no expense to Buyer, shall furnish such supplies, facilities, and services as may be required for the Work.

9. DIES, TOOLS, ETC. – All molds, dies, jigs, etc. paid for by Buyer, unless expressly stated on the Purchase Order to the contrary, are the property of Buyer, to be delivered to Buyer on demand, to be maintained in first class operative condition at Seller's expense, other than a return to Buyer. Disposition of same, other than a return to Buyer, to be made only on written instructions of Buyer. No production using the aforesaid dies,

tools, etc. shall be permitted except that authorized by Buyer. Seller shall keep all such equipment of Buyer insured against loss or damage, fire, theft, etc. of any kind while same are in its possession.

10. MODIFICATION – Buyer reserves the right at any time to modify the Purchase Order by making changes in drawings and specifications as to any material and/or work covered by the Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any waiver or change to the Purchase Order shall not be valid and binding upon Buyer unless in writing and signed by an authorized representative of Buyer. From time to time, Buyer's Engineering, Technical, Quality Assurance, or other personnel may at the sole option of Buyer, give technical advice to, or exchange information with Seller's personnel concerning the Purchase Order or the Work to be furnished herein. Such advice, statements, or information exchange shall not constitute a waiver of Seller's obligations or Buyer's rights or be authority for any change in the Purchase Order of the Work specified unless in writing and signed as aforesaid.

11. WARRANTY

1. Defective Goods – Seller expressly warrants that all articles ordered, materials, parts, and work covered by the Purchase Order will conform strictly to the specifications, drawings, samples, or other descriptions furnished by Buyer or if such specifications, drawings, samples, or other descriptions are not furnished by Buyer, those adopted by Buyer and will be merchantable, of good

workmanship and material, and free from any defect, latent, or otherwise. Seller further warrants that any articles, materials, or parts purchased shall be new. This warranty is to extend for a period of one year from the later of the date of actual delivery or acceptance of such articles, materials, or parts by Buyer.

During the warranty period, Seller will make all necessary adjustments, repairs, and replacements of all articles, materials, parts, and work covered by the Purchase Order. All replacements or repairs to be provided with the aforesaid warranty.

The foregoing warranty shall be honored by Seller at Seller's factory. All transportation, shipping, brokerage, demurrage, customs, insurance, or other costs or charges of similar nature to any of the foregoing in respect of delivery to Seller's Factory are the sole responsibility of Seller.

2. Title – Seller warrants to Buyer that it can and shall deliver good Title to all articles required to be delivered under the Purchase Order, free from any claim or encumbrance whatsoever, including but not by way of limitation, those arising out of the performance of Seller's obligations under the Purchase Order.
12. ASSUMPTION OF RISK – Seller assumes the following risks:
1. All risks of loss or damage to all articles ordered, work in process, materials, and other things until the delivery thereof as herein provided;

2. All risks of loss or damage to third persons and their property until the delivery of all the articles ordered as herein provided;
 3. All risks of loss or damage to any property in the possession of Seller received from or held for the account of Buyer, until such property has been delivered to Buyer; and,
 4. All risks of loss or damage to any of the articles ordered or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer. All material and equipment furnished by Buyer on other than a charge basis are held in trust for Buyer and shall at all times remain the property of Buyer.
13. DRAWINGS AND SPECIFICATIONS – To the extent drawings and specifications are furnished by Buyer, all the articles ordered are to be manufactured or supplied in accordance with such drawings and specifications. Seller agrees to grant and hereby does grant to Buyer a non-exclusive royalty-free and irrevocable license to make, have made, use and sell, any improvement in the articles ordered which is made or introduced by Seller in its work hereunder. Seller shall save Buyer, its customers and users of its products, harmless from liability or suit of any nature, including costs and expenses, arising from the manufacture, use or sale of any invention in the articles ordered except to the extent that any such liability or suit shall have arisen because of Seller's manufacture of articles of original design of Buyer and made by Seller in accordance with specifications and drawings which are furnished herewith by Buyer. Seller agrees to grant and hereby does grant to Buyer a royalty-free, non-exclusive, and irrevocable license, to reproduce,

translate, publish, use and dispose of, and to authorize others so to do, any copyrighted or copyrightable material incorporated in or supplied or intended to be supplied as a supplement with the articles ordered.

14. PUBLICITY – Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the articles ordered, and for failure to observe this provision Buyer shall have the right to cancel the Purchase Order without any further liability hereon.

15. DELIVERY – Buyer reserves the right to terminate its obligations under the Purchase Order or any part thereof if any delivery is not made within the time specified or, if no time is specified, within a reasonable time, or if the articles ordered that are delivered are not as specified. Such right shall be in addition to Buyer's other legal rights whether set forth in the Purchase Order or not. Seller will deliver to Buyer any of the articles ordered, parts or materials for which Buyer shall make written request at or after termination, and Buyer will pay Seller the fair value of any such property so requested and delivered. Without restricting the right on the part of Buyer to terminate its obligations under the Purchase Order for default on the part of Seller, Seller shall not be liable to Buyer for any damages if Seller's default is due to a cause beyond its control, which could not be reasonably foreseen and circumvented, or due to flood, explosion, fire, strike, Act of any Governmental or Municipal authority, unusually severe weather, quarantine restriction, epidemic, or catastrophe, and seller has given Buyer prompt notice in writing of the existence of such clauses.

16. ASSIGNMENT – No right or obligation under the Purchase Order (including the right to receive moneys due and to become due hereunder) shall be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.
17. COMPLIANCE WITH LAWS – Seller agrees to comply with all applicable federal, provincial, state and local laws.
18. ENTIRE AGREEMENT – These Terms and Conditions, including the Purchase Order and any documents referred to herein, supersedes all prior understandings, transactions, and communications, or writings with respect to the matters referred to herein.
19. INSURANCE – Before commencing the Work, unless otherwise agreed to by Buyer in writing, Seller shall provide to Buyer a certificate of insurance showing that the following minimum coverages are in effect with an Insurer with an A.M. Best Rating of A- VII or better:
 1. Commercial General Liability insurance, including premises, operations, products, and completed operations liability and personal and advertising injury liability and contractual liability coverage for damages to any persons or property with a minimum combined single limit of liability for bodily injury and property damage of \$5,000,000 per occurrence and \$5,000,000 aggregate.
 2. Automobile liability insurance covering the operation and use of any owned, hired, or non-owned automobiles with a minimum limit

of liability each accident of \$1,000,000 for bodily injury and property damage.

3. Workers Compensation and Employers Liability insurance for occupational injury, illness or disease or other similar social insurance in accordance with the laws of the province exercising jurisdiction over the employee(s) and Employers Liability insurance at a minimum limit of \$1,000,000.
4. Errors and Omissions/Professional Liability Insurance covering the liability for financial loss due to error, omission, negligent acts, unauthorized access, unauthorized use, breach of duty, virus transmission and machine malfunction in the performance of services or the failure of technology products to perform as intended with a minimum limit of \$5,000,000 per occurrence and in the aggregate.

The foregoing insurance coverages shall be endorsed to name Buyer, and its affiliates and subsidiaries as additional insureds and shall be primary and non-contributing with respect to any other insurance or self-insurance that Buyer may maintain. Upon request by Buyer, Seller shall cause its insurer to issue certificates of insurance evidencing the required coverages, confirm policy endorsements required under the Agreement are maintained in force and that not less than thirty (30) days written notice shall be given to Buyer prior to any material modification, cancellation or non-renewal of the policies.

20. INDEMNITY – Seller agrees to indemnify and hold Buyer harmless from any and all claims and liability (including expenses) for injuries to persons (including death) or damage to or destruction of property caused by or resulting from the negligence or faulty performance of Seller, its agents, or employees in the performance of the Purchase Order.
21. LIMITATION OF LIABILITY – In no event shall Buyer be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits, savings, or other indirect or contingent event-based economic loss arising out of or in connection with these Terms and Conditions or the Work. Except for Buyer’s payment obligations, Buyer’s aggregate liability to Seller for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to these Terms and Conditions or the Work (collectively, “Claims”), whether in contract, tort, negligence and otherwise, shall be limited solely to the amount of Seller’s actual and direct damages, not to exceed the lesser of (i) the total amounts paid and amounts accrued but not yet paid by Buyer to Seller for the Work upon which the applicable Claim is based during the twelve (12) month period immediately prior to the date on which the cause of action arose giving rise the applicable Claim; and (ii) \$500,000 CAD.
22. WAIVER AND SEPARABILITY – Failure to exercise any right under this contract in any one or more instances shall not constitute a waiver of such rights in any other instance. The sections of this contract shall

be construed separately and invalidity of unenforceability of one section shall not affect the validity of enforceability of any other section.

23. GOVERNMENT CONTRACTS – Where goods to be supplied under the Purchase Order are required by Buyer to fill any contracts or subcontracts for the ultimate account of the Canadian Government or any agency thereof, the terms and conditions of such contracts or subcontracts with respect to the rights of termination of the parties thereto shall, at Buyer’s option, extend and apply to the Purchase Order.
24. NON-COMPLIANCE BY SELLER – If the Purchase Order is not filled in each particular as specified, Buyer reserves the right to do one or more of the following:
1. Buyer may by notice in writing direct Seller to terminate the Purchase Order in whole or in part at any time;
 2. In the event of Seller’s default or potential inability to perform the Purchase Order, Seller agrees upon demand by Buyer to deliver to Buyer the raw materials and work in process acquired in order to perform under the Purchase Order and Buyer may then complete the work deducting the cost of such completion from the price, or in the alternative pay Seller the cost of such raw materials and work in process.
 3. Subject to the provisions of 12, Buyer may recover all loss, damage, and expense caused by such failure.

25. GOVERNING LAWS – This Purchase Order, and all of the Terms and Conditions herein, shall be interpreted and construed, and the legal relations created herein, shall be determined, in accordance with the laws of the Province of Saskatchewan, Canada.
26. NOTICES – All notices hereunder shall be in writing and addressed to the other party at such address that may be designated or provided by the parties from time to time. Notices sent in accordance with this section will be given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier (or three (3) business days for international deliveries), or (iii) by electronic mail, in which case notice shall be deemed given when sent if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours.
27. SUBSTITUTIONS – No Substitution of material or processes from those called up on the Drawing, Technical Specification, or Purchase Order shall occur without Prior written approval from Buyer.
28. COUNTERFEIT PARTS PREVENTION:
Definitions:
1. Authentic – shall mean (A) genuine; (B) purchased from the Original Equipment Manufacturer
 2. (“OEM”), Original Component Manufacturer (“OCM”) or through the OEM’s/OCM’s authorized dealers; and (C) manufactured by, or

at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

3. Authorized Dealer – A dealer or distributor that purchases directly from the OEM or OCM and is authorized or franchised by the OEM or OCM to sell or distribute the OEM's/OCM's products.
4. Counterfeit Part – A part that is an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts.
5. Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM). – An organization that designs and/or engineers a part or equipment and is pursuing or has obtained the intellectual property rights to that part or equipment.
6. Non-Franchised Source – Any source that is not authorized by the OEM or OCM to sell its product lines. Non-franchised sources may also be referred to as brokers or independent distributors.
7. Suspect Counterfeit Part – A part that Buyer becomes aware, or has reason to suspect, meets the definition of “counterfeit part”, as defined above. For purposes of this document, the terms “counterfeit part” and “suspect counterfeit part” will be used interchangeably. If any individual part from a lot is determined to

be counterfeit or suspect counterfeit, the entire lot of parts will be considered to be suspect counterfeit.

Counterfeit Parts Prevention Terms and Conditions:

8. Seller represents and warrants that only new and authentic materials are used in products required to be delivered to Buyer and that the Work delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs") or through the OEM's/OCM's authorized dealers. Seller represents and warrants to Buyer that all parts/components delivered under this Contract are traceable back to the OEM/OCM. Seller must maintain and make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non Franchised Sources is not authorized unless first approved in writing by Buyer. Seller must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Contract requirements, including the representations and warranties in this paragraph.

9. Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer approval before parts/components are procured from sources other than OEMs/OCMs or the OEM's/OCM's authorized dealers. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request.
10. Seller, if supplies electronic part(s), and/or component(s), which include software as applicable, must maintain a counterfeit detection process that complies with SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition.
11. If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Seller, the suspect counterfeit parts will not be returned. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts and Seller assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. The remedies in this section shall apply regardless of whether the warranty period or guarantee period has ended, and are in addition to any remedies available at law or in equity

12. If the procurement of materials is pursuant to, or in support of, a contract, subcontract, or task order for delivery of goods or services to the U.S. Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with this Contract may be punishable, as a Federal felony, by up to five years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit goods or services, to include military goods or services, constitutes a Federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars.

13. Seller shall flow the requirements of this section ("COUNTERFEIT PARTS PREVENTION") to its subcontractors and subcontractors at any tier for the performance of this Contract.

29. CONFLICT MINERALS DISCLOSURE

Seller acknowledges the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") , and in particular its Minerals provision (Section 1502), and Seller also recognizes the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Seller commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Seller commits to have in place supply chain policies and processes to undertake:

1. a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides to Buyer;
2. due diligence of its supply chain, as necessary, to determine if Conflict Minerals are sourced from the DRC countries directly or indirectly;
3. the conduct of any risk assessment and mitigation actions necessary to implement these country of origin inquiry and due diligence procedures; and, timely disclosure to Buyer on all its Purchase Orders/subcontracts for products containing “conflict minerals” that are delivered during the current calendar year.

Seller shall provide, upon request from Buyer, the status of the supply chain policies and processes to meet the above requirements

Seller shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

30. RE-EXPORT STATEMENT

Products and services procured by Buyer may be incorporated into products intended for further export outside of Canada and/or the United States. All international exports from Buyer are subject to Canadian Government export regulations administered by the Department of Foreign Affairs, Trade and Development (DFATD) as defined by the Canadian Export Control List (ECL), and may also be subject, under certain conditions, to U.S. Export Administration Regulations (EAR) administered by the U.S. Bureau of Industry and

Security (BIS). These conditions are specified in the *“Guidance on Reexports/Transfers of U.S. Origin Items or Foreign-made Items Subject to the Export Administration Regulations (EAR)”* found within the “Reexports and Offshore Transactions” section of the BIS website currently found at <http://www.bis.doc.gov/index.php/licensing/reexports-and-offshore-transactions>.

Seller certifies that all exports to destinations outside of Canada and the United States will be compliant to:

1. Canadian Export Regulations as defined by DFATD and by the Canadian Export Control List.
2. EAR regulations as defined by *“Guidance on Reexports/Transfers of U.S. Origin Items or Foreign-made Items Subject to the Export Administration Regulations (EAR)”*.

31. FAR AND DFARS COMPLIANCE

Seller represents and warrants that it will not supply Buyer with any covered defense telecommunications equipment or services in the fulfillment of any Purchase Order, as outlined in FARS 52.204.24/25/26 and/or DFARS 252.204-7016/17/18.

32. COMPLIANCE WITH OFFSET COMMITMENTS

These Terms and Conditions are in support of Calian’s current and future offset commitments in Seller’s country. Seller commits that, to the extent possible taking into account the nature and scope of the

procurement, all Work ordered by Calian shall be manufactured and/or performed in Seller's country of primary residence and/or where its head office is located, unless otherwise agreed by the Parties in writing. Seller agrees to provide Calian promptly, upon request, with all relevant details supporting all performance of these Terms and Conditions in order to assist Calian for offset reporting purposes. Seller further agrees to support Calian, as reasonably requested by Calian, to negotiate a factor with the relevant government officials to be applied to increase the value credited as offset if technology, investment and/or significant added value is transferred with the Work.

33. COMPLIANCE WITH SUPPLIER CODE OF CONDUCT

Calian is committed to conducting business in accordance with unwavering ethical standards and will not condone any illegal, inappropriate or unethical acts for any reason, including without limitation, as it relates to applicable laws, regulations and standards regarding anti-trafficking and modern slavery, anti-corruption, employment, health and safety and the environment. Calian has adopted a Supplier Code of Conduct, a copy of which can be found at the following link: <https://investors.calian.com/governance/>, that outlines the expected values and behaviours for all of its suppliers, including their employees, agents or subcontractors. Seller acknowledges and agrees that it has reviewed and shall, at all times, comply with Calian's Supplier Code of Conduct.