

**COMPOSITES ONE CANADA ULC**  
**Standard Terms and Conditions of Sale**

1. **OFFER AND ACCEPTANCE.** These Standard Terms and Conditions of sale (these “Standard Terms”) are a part of, and govern, all transactions between Composites One Canada ULC (“Composites One”) and you, the Buyer (“you” or “Buyer”) and supersede any terms and conditions in any of Buyer’s documents. If any form of documents other than these Terms and Conditions, including your documents, are used to submit, accept or confirm orders, no terms or conditions therein shall apply and these Standard Terms shall govern. If any form document you submit to Composites One constitutes an offer or acceptance of an offer to purchase products from Composites One, these Standard Terms shall govern the resulting contract. Your acceptance of any offer by Composites One to sell products to you is and will be limited to these Standard Terms and the additional terms set forth by Composites One in such offer. YOU ARE HEREBY NOTIFIED THAT COMPOSITES ONE OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY ACCEPTANCE OR ANY OFFER MADE BY YOU. Composites One shall not be deemed to have waived this provision if it fails to object to the conditions appearing in, incorporated by reference, or attached to any Buyer’s document. Buyer’s acceptance of products called for in either a sales contract of Composites One or in a purchase order accepted by Composites One shall constitute Buyer’s acceptance of these Standard Terms and Conditions of Sale.
2. **PRICE, QUANTITY AND SUBJECT MATTER.** The price, quantity and description of the products to be provided are specified on the applicable Composites One order confirmation or invoice. Prices do not include shipping, insurance, sales, use, service, value-added, goods and service, harmonized, or excise taxes, customs or duties; such charges may be separately itemized on the invoice and shall be paid by Buyer **[and remitted by Composites One]**. Additional charges may be added for expedited or non-customary means of shipment, air shipments and special packaging requirements. Unless otherwise expressly agreed to in an order and, in such case, only in respect of such order, delivery by Composites One of 10% more or less products than the quantities specified on the invoice shall be deemed to be delivery of products ordered. The quantities and weight of products shown in the order confirmation or invoice shall govern all disputes between the parties, unless Buyer gives notice of shortage to the agent of delivering carrier and Composites One within 24 hours after receipt of products by Buyer. A restocking charge will be assessed on returned goods.
3. **PAYMENT TERMS.** Unless otherwise set out in an invoice issued by Composites One, any and all clerical or stenographic errors on an invoice are subject to correction by Composites One at any time. Composites One may assess a finance charge against amount owed by you at the monthly rate of 1.5% (or the maximum rate permitted by law) for each 30 day period that payment is late. You agree to pay Composites One’s reasonable costs of collection, including attorney’s fees for delinquent accounts. Until full payment is made Composites One shall also have, and the Buyer grants to and in favour of Composites One, a first priority continuing senior security interest in all products delivered by Composites One to Buyer, as well as all proceeds, replacements, or substitutions of such products. Upon default by the Buyer for any reason, Composites One may, without notice to the Buyer, declare all liabilities and obligations immediately due and payable and shall have all rights and remedies of a secured party under the *Personal Property Security Act* (including the Civil Code of Quebec) of the applicable province.
4. **CONTAINER DEPOSIT.** Composites One may require a deposit for the return of all product containers, which remain Composites One’s property. This deposit plus taxes, where applicable, must be paid in full when the purchase price is due. Composites One will refund such deposit to Buyer after return of the applicable product container; provided that: (i) product containers are returned to Composites One’s original point of shipment within ninety (90) days from date of invoice; (ii) Buyer has paid in full all freight charges for the return of product containers; and (iii) all returned product containers are the same as originally shipped and show no evidence of abuse or use for purposes other than storing original contents. Composites One may charge Buyer for any necessary cleaning or repair due to damage and may deduct

these costs from the deposit. Buyer shall place all product container numbers on bills of lading and shipping papers to permit Composites One to facilitate identification and return of any deposit to Buyer.

5. **DELIVERY AND DUTIES.** Unless otherwise specifically provided, delivery of products shall be delivered Ex Works Composites One's shipping point (Ex Works defined by Incoterms 2020 for shipments destined outside of Canada). Risk of loss or damage shall pass to Buyer upon transfer of the products by Composites One to a carrier. For further clarity, Buyer shall be responsible for the payment of all duties, taxes, surcharges, surtaxes, tariffs, and all other fees required to be paid based on the importation of the products, Delivery, shipment and other performance dates are estimates only, and in no event shall Composites One have any liability for loss of use or for any direct, consequential, or incidental damages resulting from any delay or failure in delivery, regardless of the reason(s) for such delay or failure.
6. **INSPECTION.** Written notice of any order discrepancies, shipping errors or freight damage must be provided to Composites One by Buyer within 2 business days of receipt, or: (i) Buyer is deemed to have accepted the Products; (ii) all claims and rights relating to such discrepancies, errors and damage are irrevocably waived by Buyer; and (iii) Buyer assumes all liability and responsibility therefor, in each case, subject to Section 7.
7. **DISCLAIMER OF ALL WARRANTIES.** COMPOSITES ONE DOES NOT MANUFACTURE, TEST OR CERTIFY ANY PRODUCTS BUT SOLELY DISTRIBUTES PRODUCTS MANUFACTURED BY OTHERS. COMPOSITES ONE IS NOT RESPONSIBLE FOR ANY ORAL OR WRITTEN WARRANTY OR OTHER REPRESENTATION REGARDING ANY PRODUCTS SOLD HEREUNDER. COMPOSITES ONE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY REGARDING NON-INFRINGEMENT OF ANY PATENT, PATENTABILITY OR PROPRIETARY RIGHTS, AND ANY WARRANTY REGARDING CONDITION, COLOR, USE, SHELF-LIFE, HANDLING, OR OTHER CHARACTERISTICS WITH RESPECT TO THE PRODUCTS. Application of the Products distributed hereunder may be subject to design, fabrication and testing standards relating to such products (including ASTM standards) and Buyer shall be fully responsible for all testing and verification of its application using approved testing methods. Composites One agrees to make available, at Buyer's request and expense, copies of all warranties made by any manufacturer regarding products sold or distributed by Composites One, and to the extent they are assignable, to assign them to the Buyer. Composites One will use reasonable efforts to cooperate with Buyer in Buyer's tender of warranty claims to the applicable manufacturer, provided that Buyer provides notice of any claimed defect within 15 days after Buyer's receipt of such Products. COMPOSITES ONE MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY WARRANTIES MADE BY MANUFACTURER OF THE PRODUCTS OR BY ANY OTHER PARTY OR INDIVIDUAL.
8. **LIMITATION OF LIABILITY.** COMPOSITES ONE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST TIME, LOST PROFITS, LOST SALES, DAMAGES FROM DELAYED OR FAILED SHIPMENT, OR THIRD PARTY CLAIMS) ARISING FROM TRANSACTIONS BETWEEN YOU AND COMPOSITES ONE, NOR FROM HANDLING, USE, STORAGE METHODS, OR POSSESSION OF ITS PRODUCTS. YOU AGREE THAT COMPOSITES ONE IS NOT LIABLE FOR ANY DAMAGE CLAIMS CONNECTED WITH THE APPLICABILITY OR ACCURACY OF ANY ADVICE OR INFORMATION, WRITTEN OR ORAL, GIVEN BY COMPOSITES ONE, ITS AGENTS OR EMPLOYEES. COMPOSITES ONE'S TOTAL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF TRANSACTIONS WITH YOU SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE LIABILITY.
9. **INDEMNIFICATION.** Buyer agrees to indemnify and hold harmless Composites One, its affiliates, and employees and agents of any of them, from and against any and all actual or threatened liabilities, damages, losses, demands, judgments, causes of action, claims (including but not limited to, claims of patent, copyright and/or trade secret infringement), expenses, and costs including attorney's fees and

investigation, fines, penalties, and any other charges which arise from or relate to Buyer's actual or intended use of the products, or the performance, non-performance or purported performance of any covenant or agreement, or the breach of any representation, warranty, covenant or agreement hereunder.

10. **UNFORESEEN CIRCUMSTANCES.** All orders are subject to cancellation by Composites One without liability in the event of any material adverse change in the cost or availability of materials or other unforeseen circumstances. Neither party shall be liable for any delay or failure to perform due to causes beyond reasonable control, including, without limitation, any acts of God, wars, fires, floods, accidents, labor disputes, strikes, shortages or other supply chain disruptions, governmental actions, equipment failures, riots or civil commotions, sabotage, epidemics, pandemics, or quarantine or similar restrictions.
11. **CONFIDENTIALITY.** Buyer acknowledges that all information furnished by Composites One and any other person acting on behalf of Composites One, whether in writing, verbally, electronically, or otherwise, and all information learned or observed about Composites One or its operations through performing the transactions contemplated hereby, shall be deemed "Confidential Information." Buyer agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Buyer's employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein, and who have a need to know such Confidential Information for the purpose of fulfilling Buyer's obligations hereunder. Buyer shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Buyer may only use the Confidential Information in the performance of its obligations hereunder, and may not use the Confidential Information for any other purpose. Buyer shall return to Composites One, or destroy, with such destruction confirmed in writing to Composites One, within five (5) days of a request from Composites One all Confidential Information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon the Confidential Information. This provision shall survive any termination hereof for any reason, and in the event of any breach or threatened breach of this provision, Composites One shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the amount or insufficiency of damages.
12. **MODIFICATIONS.** No amendment change, alteration, modification, or waiver of any of the provisions hereof shall be binding on Composites One unless made in writing and signed by an authorized representative of Composites One. Failure of Composites One to enforce any rights arising under these Standard Terms, including a breach or default by Buyer, shall not be construed as a waiver of any other rights of Composites One or any other breach or default by Buyer. Should Buyer breach these Standard Terms in any manner, Buyer shall be liable to Composites One for all costs and expenses incurred by Composites One as a result, including reasonable attorney's fees. Composites One reserves the right to assign or subcontract any or all of its rights and obligations hereunder, without the consent of the Buyer, and without notice to the Buyer. The rights and obligations of Buyer hereunder may not be assigned **[or subcontracted]** without the prior written consent of Composites One.
13. **TERMINATION.** Composites One may terminate the contract and these Standard Terms, in whole or in part, at any time, upon written notice to Buyer. Composites One shall not be liable to Buyer for any losses, damages or expenses resulting from such termination. Upon termination by Composites One, all charges for products shipped and any ancillary charges shall be immediately due and payable by Buyer. This right of termination shall be additional to any and all rights Composites One otherwise possesses. Buyer may not cancel or defer delivery of any orders without Composites One's written consent, and then only upon terms that fully indemnify Composites One against any and all loss.

14. **LIMITATIONS FOR SUITS.** Any action relating to these Terms and Conditions, or to the parties' business relationship must be brought within one (1) year after such cause of action has accrued, or it shall be time-barred, notwithstanding any statutory limitations period to the contrary, EXCEPT FOR AN ACTION BY COMPOSITES ONE FOR THE PRICE. For any action for the price brought by Composites One against Buyer, the limitations period then in force under the applicable law shall apply.
15. **COMPLIANCE WITH CANADIAN EXPORT CONTROL LAWS AND REGULATIONS.** Unless otherwise expressly agreed, Buyer shall be responsible for obtaining any licenses or authorizations from Global Affairs Canada, Public Safety Canada, Public Services and Procurement Canada or other relevant regulatory agency , which may be required prior to export of the products from the Canada, or re-export to a third country. Buyer agrees to comply with applicable export control laws and regulations, including the requirements of the Export and Import Permits Act (R.S.C., 1985 c. E-19), the Customs Act (R.S.C., 1985, c. 1 (2nd Supp)), the Customs Tariff (S.C. 1997, c. 36), and the Defence Production Act (R.S.C., 1985, c. D-1), the Canadian Environmental Protection Act, 1999 (S.C. 1999, c 33), and all other laws relevant to the trade, handling, possessions, and transfer of goods and technologies,. Buyer shall immediately notify Composite One if Buyer's export privileges are denied, suspended or revoked in whole or in part by any Canadian or foreign government entity or agency. Failure of the Canadian government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the Canadian government or any other government, shall not relieve Buyer of its obligations hereunder.
16. **CODE OF CONDUCT.** Buyer acknowledges that it has been provided access to Composites One's Code of Conduct, available at <https://www.compositesone.com/code-of-conduct> (as the same may be updated from time to time, the "Code of Conduct"). To the extent Buyer has an existing code of conduct or similar policy, such code of conduct or policy shall be no less stringent than the Code of Conduct. Buyer shall comply with the Code of Conduct in the operation of its business, including its performance of the transactions contemplated hereby and, to the extent applicable, shall direct its permitted subcontractors to comply with the Code of Conduct. In the event Buyer or its permitted subcontractors fail to comply with the Code of Conduct, Composites One may terminate any order with Buyer without liability to Composites One.
17. **LICENSE.** Buyer hereby grants to Composites One and its affiliates a non-exclusive and fully-paid up license to use Buyer's trade names, trademarks and logos to perform the transactions contemplated hereby and in connection with Composites One's and its affiliates' marketing materials, including without limitation its website. Notwithstanding the foregoing, Buyer may terminate the license granted hereby at any time upon reasonable prior written notice to Composites One.

**GOVERNING LAW.** These Terms shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and Buyer agrees that the venue of any legal action relating to the transactions shall be the Province of British Columbia.