

**1. General.** These Purchase Order Terms and Conditions (the "POTC") apply to all purchases by LeddarTech of Seller's Products (as defined hereinafter), unless LeddarTech has a separate written agreement with Seller that expressly applies to LeddarTech's purchase of such Products, in which case such agreement will have precedence. Depending upon the Products purchased, other specific terms and conditions ("STC") may apply. The POTC and, where applicable, any STC that are incorporated hereto by reference, as well as the PO (as defined hereinafter), constitute the entire agreement between LeddarTech and Seller (the "Agreement"). "Seller" means the party with whom LeddarTech is contracting, as identified on the first page of the purchase order to which the POTC are attached, and any reference to "vendor," "subcontractor," "contractor" or "supplier" shall also mean Seller. The word "Purchase Order" ("PO") means the name or title of the instrument of contracting, including all documents, exhibits and attachments referenced thereon, and once accepted by Seller as herein provided shall constitute a valid and binding agreement between LeddarTech and Seller for the sale and purchase of those goods, services, supplies, materials, articles, items, parts, components or assemblies (the "Products"). In the event of a conflict between these terms and conditions and the terms set forth in any written agreement between LeddarTech and Seller, the terms of any written agreement between LeddarTech and Seller shall prevail.

**2. Delivery and Acceptance.** The time of delivery stated is the essence of the PO. The date specified for delivery is the required delivery date at LeddarTech's plant (FOB destination), unless otherwise specifically noted. LeddarTech reserves the right to refuse any Products and to cancel all or any part of a PO, whether accepted or not, if Seller fails to deliver all or any part of the Products or perform all or any part of any service in accordance with the terms specified in the Agreement. If Seller's

deliveries will not meet agreed schedules, LeddarTech may require Seller to ship via a more rapid route or carrier in order to expedite such delivery, and any difference in cost caused by such change shall be paid by Seller provided, nevertheless, that such right shall be in addition to any other rights and remedies of LeddarTech. Acceptance of any part of a PO shall not bind LeddarTech to accept future shipments or performance of services nor deprive it of the right to return Products already accepted and shall not be deemed to be a waiver of LeddarTech's right to cancel or return all or any Products because of failure to conform to PO or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages. Such rights shall be in addition to any other remedies provided hereunder or provided by law or otherwise. Delivery shall not be deemed to be complete until Products have been received and accepted by LeddarTech, notwithstanding delivery to any carrier, or until services have been performed, received and accepted by LeddarTech.

**3. Modification.** The PO may be accepted only by Seller's agreement to all of the terms and conditions hereof. Acceptance may be made by signing the acknowledgement copy hereof and returning it, or by part performance hereunder, and any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by the parties. Acceptance of the PO is limited to the terms and conditions stated therein. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless LeddarTech agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting the PO shall be binding upon LeddarTech unless accepted in writing by LeddarTech and no other addition, alteration

or modification to, and no waiver of any of the provisions herein contained, shall be valid unless made in writing and executed by LeddarTech and Seller.

**4. Packing and Shipping.** The Products purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of LeddarTech and, in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price of the goods set forth herein and will be paid by Seller except as otherwise specifically stated on the PO. A packing list shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such packing list accompanies any shipment, the count or weight or other measure of LeddarTech shall be final and conclusive. LeddarTech shall not be obligated to accept any shipment in excess of the ordered quantity and any excess or advance shipment may be returned to Seller at Seller's expense.

**5. Inspection.** All Products are subject to final inspection and acceptance at destination, notwithstanding the FOB point, any other delivery terms, including any designated Incoterms® 2020 or any payment or prior inspection at source. Final inspection will be made at a reasonable time after receipt of Products. LeddarTech's failure to inspect any of the Products hereunder shall neither relieve Seller from responsibility for such Products that are not in accordance with the requirements of the Agreement nor impose liability on LeddarTech therefor. Any tender of Products which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of the Agreement and LeddarTech shall have the absolute right to reject such Products. LeddarTech shall notify Seller as to such rejection and LeddarTech shall have access to all the

remedies as provided by law and the Agreement. LeddarTech's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of LeddarTech hereunder shall be in addition to any other remedies provided by law.

**6. Title and Risk of Loss.** Unless otherwise specified herein, title to and the risk of any loss of or damage to the Products shall pass from Seller to LeddarTech (FOB) when delivered at LeddarTech's plant or as per the agreed delivery terms, including any designated Incoterms® 2020. Passing of title upon such delivery shall not constitute acceptance of the Products by LeddarTech or relieve Seller of any of its obligations hereunder.

### **7. Warranties**

**7.1** Seller warrants that the price of the ordered Products does not exceed the price charged by Seller to any other customer purchasing the same Products in like or smaller quantities, and under similar conditions of purchase.

**7.2** Seller warrants that all Products delivered under the Agreement shall conform to the requirements of the Agreement (including all applicable descriptions, performance criteria, specifications and drawings), shall be free from defects in material and workmanship and shall, to the extent not manufactured pursuant to detailed designs furnished by LeddarTech, be free from all defects in design and fit for the intended purposes. LeddarTech's approval of designs furnished by Seller or any approval of Seller's "First Article" shall not relieve Seller of its Obligations herein. Seller further warrants that it will have good title to the Products, free and clear of all liens and encumbrances, and will transfer such title to LeddarTech. This warranty shall survive any inspection, delivery, acceptance or payment by LeddarTech.

**8. Invoice and Payment.** Unless otherwise specified, a separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of Products. No payment will be made prior to receipt of Products and correct invoice and LeddarTech reserves the right to delay payment until the Products have been accepted. Payment terms are net sixty (60) days. Payment due dates, including discount periods, will be computed from date of receipt of Products and correct invoice (whichever is later). Unless freight and other charges are itemized, any discount taken will be taken on the full amount of invoice. LeddarTech has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of the schedule on the normal maturity after the date specified for delivery. Any payment shall not constitute acceptance of the Products. To assure timely payment, invoices shall **(1)** be sent to billing address displayed on PO, **(2)** show PO number and PO line number, **(3)** match PO description, **(4)** not exceed PO quantity, **(5)** not exceed PO amount and **(6)** where possible, avoid partial billing. Prices include VAT, as applicable, customs and duties and any other similar levies, unless otherwise agreed.

**9. Termination for Convenience.** LeddarTech reserves the right to terminate the Agreement or any part hereof for its sole convenience. Seller shall be paid a reasonable termination charge consisting of Seller's direct costs properly incurred prior to the termination. In no event shall the amount payable hereunder exceed provable damages directly resulting and caused by LeddarTech's termination.

**10. Termination.** LeddarTech may also terminate the Agreement or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of the PO. Without limiting any other rights of termination that LeddarTech may have, late deliveries, deliveries of products which are

defective or which do not conform to this PO and failure to provide LeddarTech, upon request, with adequate assurances of future performance shall all be causes allowing LeddarTech to terminate this PO for cause.

**11. Confidentiality.** If LeddarTech and Seller have entered into a non-disclosure agreement which remains in full force and effect as of the date of the Agreement, the terms and conditions of such non-disclosure agreement shall prevail over the terms and conditions contained in this section. All information (whether written, visual, oral or stored in any computer or other electronic, magnetic or optical storage system) relating to the operation and activities of LeddarTech, and all technical information related to the Products, shall be deemed "Confidential Information." The term "Confidential Information" shall not include such portions of the Confidential Information which **(i)** are rightfully in Seller's possession before receipt from LeddarTech, **(ii)** are or become a matter of public knowledge other than as a result of disclosure hereunder, **(iii)** are rightfully received by Seller from a third party who has no duty of confidentiality or **(iv)** are independently developed by Seller without use of LeddarTech's Confidential Information. Seller agrees not to disclose, use, communicate, reveal nor make available to any person whomsoever in any manner whatsoever, any Confidential Information other than for performing its obligations or exercising its rights under the Agreement. Furthermore, Seller shall only furnish and provide access to Confidential Information to those of its employees who need to know the Confidential Information for performing Seller's obligations or exercising Seller's rights under the Agreement and who agree to receive the Confidential Information under terms at least as restrictive as those specified in the Agreement. Seller shall be responsible for the use of the Confidential Information by its employees.

**12. Assignment and Subcontracts.** Seller may not assign or transfer the rights or obligations of the Agreement without the prior express written consent of LeddarTech. Any attempted assignment without such consent shall be void and without effect, provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials.

**13. Non-Waiver.** Any failure at any time of LeddarTech to enforce any provision of the Agreement shall not constitute a waiver of such provision or prejudice the right of LeddarTech to enforce such provision at any subsequent time.

**14. Severability.** The invalidity in whole or in part of any term or condition of the Agreement shall not affect the validity of other parts hereof.

**15. Indemnification.** Seller shall indemnify and hold harmless LeddarTech, its agents, consignees, employees and representatives from and against all expenses, losses, claims, demands or causes of action of whatever kind, including negligence, breach of express or implied warranty, failure to warn or strict liability, and from and against all special, indirect, incidental or consequential damages, including loss of profits, of any kind whatsoever arising out of, by reason of or in any way connected with accidents, occurrences, injuries or losses to or of any person or property, including LeddarTech or LeddarTech's property, which may occur before or after acceptance of the completed Products by LeddarTech, in any way due to or resulting from in whole or in part, the design, preparation, manufacture, construction, completion, warning or failure to warn, or of delivery or non-delivery of Products, including such as are caused by any subcontractor of Seller. Immediately upon receipt from LeddarTech of written notice of any suit or claim relating to any risk described in this section and upon written request by LeddarTech, Seller shall assume

the defense of the litigation. In any event, Seller shall pay for or reimburse LeddarTech for all costs and expenses, including attorneys' fees, arising out of any suit or claim relating to any risk described in this section. If requested by LeddarTech, Seller shall maintain policies of liability insurance, declaring LeddarTech as a named insured, in such amounts as LeddarTech shall designate, to protect LeddarTech from all the risks described in this section. Such policies of insurance shall not be cancelable except upon ten days' written notice to LeddarTech. Upon request, Seller shall furnish proof of such insurance to LeddarTech.

**16. Limitation of Liability.** In no event shall LeddarTech be liable for any consequential, incidental, indirect, exemplary, punitive, special or other damages whatsoever resulting from its failure to perform under the Agreement, whether due to a breach of contract, breach of warranty, strict liability, product liability, negligence or otherwise.

**17. Entire Agreement.** The POTC and any STC applicable constitute the entire agreement between the parties with respect to the subject matter of the Agreement. All sections that by their sense and context are intended to survive the execution, delivery and performance of this Agreement, will survive and continue in effect.

**18. Force Majeure.** Neither party will have any liability for a failure in the performance of its obligations under the Agreement resulting from any Act of God, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, nature or the public enemy or any other causes not foreseeable or beyond the control of the party whose performance must be suspended or excused.

**19. Governing Law; Jurisdiction.** The Agreement shall be interpreted and governed in accordance with the laws of the

Province of Quebec, Canada, and the laws of Canada applicable therein, without regard to its rules of conflict of laws. The parties agree that the Courts having jurisdiction in the judicial district of Quebec (Province of Quebec) shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of the Agreement.

**20. Language.** The parties have agreed that this document be drafted in the English language. Les parties confirment qu'elles ont exigé que les présentes soient rédigées en anglais.

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ (Signature)

-AND-

\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ (Signature)