

Terms of Quotation and Sale - Goods & Services

RiSi Industrial Limited - hereinafter referred to as "Risi"

These Terms govern Risi's quotation and any resulting Contract for Risi to supply Goods, Documentation, and Services. Risi's acceptance of the Customer's PO is exclusively subject to these Terms.

1. Quotation & Contract

- 1.1 Risi's quotation is valid for acceptance for 30 Days after its date unless Risi has stated a different period or withdraws it earlier.
- 1.2 The PO must be in writing and has no effect until Acknowledgement. Risi is not obliged to accept any PO.
- 1.3 If there are any conflicts, discrepancies, or ambiguities, the following order of priority applies: (1) the Acknowledgment, (2) these Terms, (3) the PO, and (4) Risi's quotation. Clauses 5 and 16 of these Terms take priority over the rest of these Terms.
- 1.4 All communications about the Contract must be in English and state the Customer PO number and Risi order number.

2. Customer Responsibilities

- 2.1 Customer must in a timely manner supply the information, documents, and instructions Risi reasonably needs to proceed with its Contract duties.
- 2.2 Customer is responsible for the accuracy and completeness of all information it supplies.
- 2.3 If Risi performs Services at Site, Customer will not ask Risi or Risi Personnel to enter any agreement which imposes, waives, releases, indemnifies, or otherwise limits or expands any rights or obligations in respect of Risi or its Personnel. Any such agreement is void.
- 2.4 If the acts or omissions of Customer, Customer Personnel, or Customer's other contractors delay or prevent Risi from performing a Contract duty or increase Risi's costs, time will be extended and Customer will compensate Risi accordingly.
- 2.5 Unless otherwise agreed, Customer is solely responsible for use of the Goods and Services in accordance with all applicable local, state and federal laws pertaining to data privacy, security and transfer including but not limited to the General Data Protection Regulation (GDPR). As such, Customer is solely responsible for maintaining the integrity of its own network and internal security.
- 2.6 Risi will perform Services but only to the extent they do not violate any Laws and only to the extent Services can be performed safely and would not present a risk of harm to any Personnel. Risi reserves the right to remove its Personnel if it deems Site unsafe.

3. Delivery

3.1 Delivery and Performance Periods.

Delivery and performance periods begin on Acknowledgment. All delivery periods and dates stated are approximate. Risi will not be liable for any damages caused by its failure to deliver or perform on time.

3.2 Delivery Terms.

Unless the Contract says otherwise, Risi will deliver the Goods, Documentation, and Software from its, its Affiliate's or third party's factory or warehouse (the point of delivery), Carriage Paid To (CPT) the place of destination named in the Contract (Incoterms® latest version). Customer will pay for freight, packing and handling at Risi's then current rates.

3.3 Partial Shipments.

Risi may make partial shipments. Risi may ship batteries separately from the rest of the Goods. Hard copies of Documentation may be shipped separately from the Goods.

3.4 Storage.

Risi may place Goods and Documentation into storage at a third-party warehouse chosen by Risi, at Customer's expense if Customer, by its acts or omissions, delays their shipment. On placing Goods, and Documentation in the warehouse, delivery is complete and risk and title in Goods and Documentation passes to Customer.

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4. Title & Risk

Even if the Contract says otherwise and except as stated in Clauses 3.4 and 5:

For all other Goods and Documentation, title will pass to the Customer on delivery and risk of loss will pass to Customer under the Incoterms® rule stated in the Contract.

5. Documentation and Intellectual Property

5.1 Risi and other owners will each keep all rights, interest, and title in their respective Documentation, and all copies thereof.

5.2 Customer may only copy Documentation (with its copyright notices unchanged) as needed to install, operate, recalibrate, de-install, maintain, and repair the Goods for its reasonable internal business purposes.

5.3 Unless the Contract says otherwise, Documentation will consist of one copy only of Risi's, its Affiliates', or the manufacturer's standard documents in English. Risi is only required to supply third party documents if authorized to do so by the third party. Risi may choose to supply Documentation by hard copy, by email or other suitable media, or by download from a website.

6.1 Prices/Rates.

Unless the Contract says otherwise, the prices, fees and rates:

- a) are fixed for Goods and Documentation delivered and for Services performed within the period(s) stated in the Contract;
- b) exclude all taxes (such as sales, use, value added and similar taxes), duties, levies and similar charges. Risi will invoice all these taxes, duties, levies and charges as a separate line item on the invoice unless it has received an appropriate exemption from Customer;
- c) exclude freight, packing and handling; and
- d) exclude the storage, installation, start-up and maintenance of the Goods.

6.2 Payment Terms.

a) Unless the Contract says otherwise, Customer will pay Risi:

- (i) in full without set-off, counterclaim or withholding (except deductions required by Law);
- (ii) in the currency of Risi's quotation; and
- (iii) full payment, or milestone payments in advance of shipment or within 30 days of the invoice date, subject to the approval of Risi's credit department.

b) Unless the Contract says otherwise, Risi will invoice:

- (i) Goods (including part shipments), Documentation and any other applicable fees: on delivery.
- (ii) Services upon completion.
- (iii) Storage costs under Clause 3.4: monthly in arrears.

c) Customer will pay Risi by check or direct bank transfer to the Risi bank account stated in the Contract or invoice, paid in either case from Customer's account with a bank in Customer's country. Risi may reject payment by any other method.

d) Customer waives the right to dispute any invoiced amount unless Customer tells Risi of the dispute (with detailed reasons) within 10 Days from the invoice date. All undisputed amounts are payable as set out in Clause 6.2(c).

e) Risi may end the Contract or suspend performance (including withholding shipment and suspending performance of Services) if Customer fails or, in Risi's reasonable opinion, appears likely to fail to make payment when due under the Contract or any other contract. This action will not subject Risi to any penalty or affect its other rights.

f) Risi may at any time demand such security for payment as Risi may think reasonable, and Customer will provide the security within 10 Days after the request. This action will not affect any other right of Risi.

g) Customer must pay all expenses (including attorneys' fees) incurred by Risi in collecting late payments, up to the maximum amounts permitted by Law.

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7. Warranties

7.1 Risi warrants that:

- a) Risi will transfer title to the Goods to Customer under Clause 4;
- b) Goods, Documentation, and Services will conform with the Specification;
- c) Goods made by Risi or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; and
- d) Risi and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.

7.2 **Warranty Periods.** Unless otherwise specified by Risi, the warranties in Clause 7.1 apply as follows:

- a) **Goods:** until the earlier of 12 months from the first installation or 18 months from delivery (90 days from delivery in the case of consumables and PolyOil® products).
- b) **Services:** for 90 days from completion of the Services.
- c) **Goods repaired, replacement items and Services re-performed:** from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).

7.3 **Warranty Procedure.** Clause 7.3 applies if, within the warranty period, Customer discovers any non-conformity with a warranty in Clause 7.1, tells Risi in writing, and, in the case of Goods, returns the non-conforming items at Customer's cost, freight and insurance pre-paid, to the repair facility chosen by Risi. Where this Clause applies, Risi will, at its sole option, either:

- a) correct any non-conforming Documents and Services; or
- b) repair or replace non-conforming Goods FCA (Incoterms® latest version) at the repair location; or
- c) instead refund the price of the non-conforming item.

7.4 Exclusions from Warranty.

a) The warranties in Clause 7.1(b), (c) and (d) exclude and Customer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Risi; a modification or repair not approved by Risi in writing; materials or workmanship made, provided or specified by Customer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Risi.

b) Risi will not pay any costs relating to non-compliance with a warranty in Clause 7.1, except when agreed in writing in advance. Unless accepted in writing by Risi, Customer will pay:

- (i) all costs of dismantling, freight, reinstallation and the time and expenses of Risi Personnel for travel under Clause 7; and
- (ii) all costs incurred by Risi in correcting nonconformities for which Risi is not responsible under Clause 7 and in examining items that comply with the warranties in Clause 7.1.

c) If Risi relies on wrong or incomplete information supplied by Customer, all warranties are void unless Risi agrees otherwise in writing.

d) Customer alone is responsible for the selection, maintenance and use of the Goods.

e) Resale Products carry only the warranty given by the original manufacturer. Risi has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.

7.5 **Disclaimer.** The limited warranties set out in this Clause 7 are the only warranties made by Risi and can be changed only with Risi's signed written agreement. THE WARRANTIES AND REMEDIES IN CLAUSE 7 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.

8. Changes

No change to the Contract applies unless agreed in writing by Risi and the Customer.

9. Termination

9.1 Termination for Default and Insolvency.

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a) Either party (Injured Party) may end the Contract wholly or partly by written notice to the other (Defaulting Party) if an Insolvency Event or Default Event affects the Defaulting Party. Termination under Clause 9.1 will not affect other rights of the Injured Party.

b) A **Default Event** occurs if all the following conditions are met:

- (i) Defaulting Party breaches a material duty under the Contract;
- (ii) Injured Party sends Defaulting Party a notice identifying the breach in sufficient detail;
- (iii) 10 Days after receiving the notice, Defaulting Party has not corrected the breach; and
- (iv) if the breach cannot reasonably be corrected in 10 Days, Defaulting Party has not acted diligently to fix the breach.

c) An **Insolvency Event** means any of the following:

- (i) a meeting of creditors of Defaulting Party.
- (ii) a proposal for an arrangement or composition with or for the benefit of creditors of Defaulting Party.
- (iii) a chargeholder, receiver, administrative receiver or similar person is appointed over or takes possession of material assets of Defaulting Party.
- (iv) a legal enforcement process is taken (and not discharged within 5 Days) against material assets of Defaulting Party.
- (v) Defaulting Party stops trading or cannot pay its debts.
- (vi) anyone gives notice of intention to appoint an administrator, or applies to court to appoint an administrator, in relation to Defaulting Party.
- (vii) a petition is presented (and not discharged within 20 Days) or a resolution is passed or an order made for winding-up, bankruptcy or dissolution of Defaulting Party.
- (viii) an event similar to any of (i) to (vii) in a jurisdiction where Defaulting Party is incorporated or resides or carries on business or has assets.

d) On termination under Clause 9.1(a), Customer will pay Risi the price of Goods, Documentation, and Services already delivered. If Risi was the Injured Party, Customer will also pay Risi for work in progress under Risi's then current policies and cancellation charges.

9.2 Termination for Customer Convenience. Customer may end the Contract in whole or in part for its own convenience only with Risi's written agreement and following Risi's then current policies and cancellation charges.

9.3 Termination after 90 Days' Force Majeure. Either party may end the Contract without liability by written notice to the other if performance of the Contract is delayed or prevented by a cause listed in Clause 12 for 90 Days. Unless prevented by a cause listed in Clause 12, Customer will pay Risi for all Goods, Documentation, licenses, and Services delivered before the notice was given and for work in progress.

10. Customer Information

Risi may use and share Customer Information in accordance with data protection Law, as necessary to fulfill the Contract and to communicate with Customer for marketing purposes, including sharing:

- a) Customer Information to its suppliers, for use in product registration and support and to comply with import and export control Law;
- b) Customer Information and copies of the Contract to its agents and sales representatives, as necessary to fulfill the Contract.

Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Customer Data Subjects or third parties) and satisfying all requirements necessary to permit Risi and its affiliates' use of Customer Information in connection with this Agreement. Customer is solely responsible for compliance with all applicable local, state, federal, and foreign data privacy and sovereignty laws, regulations, rules and restrictions as the same relate to the collection, movement, and use of data provided by Customer or generated by the Goods and to Customer's use of the Goods. With regard to the collection processing and use of personal data (if any) by Risi, please refer to Risi's Privacy Notice, which is available at <https://risiltd.com/privacy>

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11. Intellectual Property Claims

11.1 In Clause 11, an **Intellectual Property Claim** is a claim that Goods made or Documentation produced by Risi infringe a valid intellectual property right (including patent, copyright, design right and trademark) of a country where the Contract states the Goods will be used.

11.2 Clause 11 applies only while Customer does all the following:

- a) promptly tells Risi in writing that an Intellectual Property Claim has been threatened or filed;
- b) allows Risi complete control of the defense and settlement of the claim; and
- c) gives all reasonable help and cooperation requested by Risi for the defense.

11.3 Subject to the provisions herein, Risi will indemnify and defend Customer against any Intellectual Property Claim brought by legal action.

11.4 Risi will only pay any final judgment or settlement resulting from the action. If the action results in an injunction against the use of any Goods or Documentation, Risi will, at its sole option and expense, provide a commercially reasonable alternative. This may include procuring for Customer the right to continue using the Goods or Documentation or replacing them with a non-infringing item or changing them to become non-infringing or refunding their price.

11.5 Risi will not be liable for infringement, and Customer will indemnify Risi, in each of these cases:

- a) the infringement relates to goods not made by Risi.
- b) Risi did not design the Goods or Documentation, or Risi did not design them for use in the way or for the purpose that infringed intellectual property rights.
- c) the Customer caused the Goods or Documentation to become infringing.

12. Force Majeure

Neither party is liable for non-performance or delay due to circumstances or causes beyond its reasonable control, including but not limited to acts of God; war; armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; Cyber Attacks; sabotage; strikes or labor disputes; civil disturbances or riots; epidemics or pandemics; governmental decisions, requests, restrictions, Law (including the denial, failure to issue or loss of export or re-export licenses); unavailability of or delays in transport; or shortage of materials or parts.

13. Export Controls and Compliance

13.1 Customer and Risi will comply with all:

- a) export, import and other trade compliance Laws of the territories in which Customer and Risi are established, from which the Goods, Services and any technical data are supplied or shipped, and to which the Goods, Services and any technical data will be taken or eventually used; and
- b) Laws against bribery, corruption and money-laundering.

13.2 Customer agrees not to use, transfer, release, export or re-export any Goods, Services or Risi-supplied technical data contrary to trade compliance Law or any license or required government authorization.

13.3 Customer will give Risi:

- a) details of financial institutions and other parties involved in the transaction;
- b) details of the end-destination, end-user and end-use of the Goods, Documentation and Services;
- c) all information needed by Risi to:
 - (i) apply for necessary export and import licenses and government authorizations and
 - (ii) comply with Laws against bribery, corruption and money-laundering and Risi's policies on them; and
- d) any trade compliance certification or letter of assurance requested by Risi in relation to trade compliance Law.

13.4 Neither Risi nor Customer will engage in any activity that exposes the other party or an Affiliate to a risk of penalties under Laws forbidding corruption, bribery and improper payments. Risi strictly adheres to its environmental social governance standards and code of ethics.

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14. Laws and Regulations

14.1 Both parties will comply with all Laws, except to the extent a party is prohibited from doing so based upon a conflict of Laws.

14.2 The Contract does not require Risi to collect, treat, recover or dispose of anything Law treats as 'waste'. If the Law on waste requires Risi to dispose of something it supplied, Customer will, if allowed by Law, pay Risi to dispose of it at Risi's standard charge. If Risi has no standard charge, and if allowed by Law, Customer will pay Risi's costs incurred in the disposal (including handling, transport and a reasonable mark-up for overhead).

14.3 Each party must ensure that its Personnel will, while on the premises of the other party, comply with the other party's reasonable site rules on HSSE that are communicated in writing to the visitor before its arrival, and with the other party's reasonable instructions relating to HSSE.

14.5 Risi objects and does not agree to the application of any governmental procurement provision to the Contract.

15. Nuclear and Medical End-use

GOODS, DOCUMENTATION, SERVICES AND THE PRODUCTS OF SERVICES SUPPLIED UNDER THE CONTRACT MUST NOT BE USED IN CONNECTION WITH ANY MEDICAL, LIFESUPPORT

OR RELATED APPLICATIONS UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES.

ALL NUCLEAR OR NUCLEAR-RELATED APPLICATIONS MUST BE SUPPORTED BY A NUCLEAR DEFENSE & INDEMNIFICATION AGREEMENT EXECUTED BY THE END-USER. Regardless of whether Customer is the owner/operator of the nuclear, medical or other facility, Customer:

- a) accepts all Goods, Documentation, Services and products of Services with these restrictions;
- b) agrees to communicate these restrictions in writing to all later buyers or users; and
- c) agrees to defend and indemnify Risi and Risi Affiliates from all claims arising from such use of Goods, Documentation, Services and products of Services.

This indemnity covers every sort of claim, including allegations of negligence, strict liability or product liability.

16. Limitation of Liability

16.1 RISI AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF CUSTOMER STATED IN THIS CONTRACT ARE EXCLUSIVE. REGARDLESS OF THE TYPE OF THE CLAIM (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), RISI'S AND ITS AFFILIATES' LIABILITY TO CUSTOMER AND ITS AFFILIATES WILL NEVER EXCEED THE CONTRACT PRICE.

16.2 NEITHER PARTY WILL EVER BE LIABLE FOR(A) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR CYBER ATTACKS, OR (B) INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. "CONSEQUENTIAL DAMAGES" INCLUDE BUT ARE NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, REPLACEMENT PRODUCT AND CLAIMS OF EACH PARTY'S AFFILIATES.

16.3 No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.

17. Applicable Law, Disputes, Notices

17.1 Alberta law governs the Contract and its interpretation. The parties agree to exclude any effect on that law of the 1980 United Nations' Convention on Contracts for the International Sale of Goods and, so far as legally possible, any rules which might apply the laws of another jurisdiction.

17.2 The Alberta courts or the Canada federal courts have exclusive jurisdiction over all disputes arising out of the Contract.

17.3 All notices and claims connected with the Contract must be in writing.

17.4 If any provision of the Contract is invalid under any Law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

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18. Entire Agreement

The Contract is the exclusive and entire agreement between the parties on its subject matter. At Acknowledgment, the Contract supersedes all previous or existing agreements, negotiations, representations and proposals, whether written, oral, express or implied, on that subject matter. Except where the Contract expressly states otherwise, the parties intend that nobody except Customer and Risi will benefit from or enforce any term of the Contract. The parties have requested that the Contract and all ancillary documents be drafted in English.

19. Definitions

In these Terms:

Acknowledgement is Risi's written acceptance of the PO by means of Risi's standard order acknowledgement form, including all text on the form and its attachments.

Affiliate of an entity is any body that entity controls, is controlled by or is under common control with. 'Control' of an entity means the direct or indirect beneficial ownership of more than half the shares, or other participating interest with the right to vote or to receive profits of that entity.

Contract is the agreement between Customer and Risi for the supply of the Goods and any Documentation, and Services. The Contract consists of: Risi's quotation, the PO, the Acknowledgement, these Terms, and all other documents contained or referred to in the agreement. (See Clause 1.3 for the order of priority of these documents.)

Contract Price is the total price the Customer must pay Risi for the Goods, Documentation, and Services.

Customer is the buyer of the Goods, Documentation, Services and Software licenses.

Customer Information is:

- a) Customer's name, address, phone number, ship-to recipient, and address;
- b) similar details for the end-user (if that is not the Customer); and
- c) Customer's primary contact's name, address, phone number, and email address.

Cyber Attack means cyber attack, intrusion attempt, unauthorized third-party access, and other malicious activity.

Day is any day except Saturdays, Sundays and public holidays at Risi's office named in the Contract.

Documentation means any manuals, drawings and other documents Risi must supply with the Goods, Software and Services.

Risi is the Risi Industrial Ltd company which issues the Acknowledgement.

Goods are the goods Risi must supply under the Contract.

HSSE is health, safety, security and the environment.

Law is applicable law, including statutory rules and regulations, decrees, directives, orders, by-laws and ordinances having the force of law.

Personnel is anyone who works for a party (or for an Affiliate or subcontractor of that party). It includes both employees and contract staff.

PO is Customer's purchase order or acceptance of Risi's quotation, for the supply of the Goods, Documentation and Services.

Resale Products are Goods Risi buys from anyone except an Risi Affiliate for resale to Customer.

Services are any services Risi must perform under the Contract.

Site means the places not belonging to Risi or to an Risi Affiliate, which are identified in the Contract as where the Goods are to be installed, and the Services performed.

Specification is the agreed specification of the Goods, Documentation and Services identified in the Contract or, if none is identified, Risi's standard published specification.