

Axiom Group Inc. PO Terms & Conditions.

- TERMS:** The terms and conditions of this Purchase Order, including those on the face hereof and those set forth below and in the Supplemental Terms and Conditions attached hereto, if any, represent the entire agreement between Seller and Purchaser. Acceptance is limited to the terms and conditions of this Purchase Order, and no purported revisions of, additions to, or deletions from this Purchase Order shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to effect any variation herein unless expressly agreed to in writing by Purchaser's authorized representative. The delivery of any goods or the furnishing of any services pursuant to this Purchase Order shall constitute acceptance by Seller of this Purchase Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of this Purchase Order are inconsistent with those set forth herein, the terms on the face shall govern. Any reference on the face of this Purchase Order to Seller's proposal shall be exclusive of any terms and conditions attached to or referred to therein. Each Purchase Order shall be deemed accepted Two (2) business days after Purchaser delivers the Purchase Order to Seller, if Seller fails to object to the Purchase Order. If Seller objects to any of the terms in the Purchase Order, Seller shall inform Purchaser and propose alternative terms. If Purchaser accepts such alternative terms, Purchaser shall issue a revised Purchase Order that includes such alternative terms. If a revised Purchase Order is not issued by Purchaser, the Parties acknowledge and agree that such alternative terms are expressly rejected.
- SPECIFICATIONS:** All goods and services furnished pursuant to this Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in this Purchase Order. No change in this Purchase Order shall be made except upon written application to, and subsequent written authority of, Purchaser. Axiom Group Inc. reserves the right to cancel the PO if not delivered as specified. Supplier and/or their sub-contractors shall not change processing methods and/or material used in this contract without Axiom Group Inc.'s approval.
- DELIVERY; INSPECTION; ACCEPTANCE; REJECTION:** Timely delivery is critical and must be made as specified on the face of this Purchase Order. Purchaser reserves the right to reject goods and to cancel all or any portion of this Purchase Order in the event of failure. All goods shall be received subject to Purchaser's inspection and acceptance, and subject to Purchaser's right to reject and return at Seller's expense, goods which fail to conform strictly to the requirements Or does not meet industry acceptable standards Or as deemed by Axiom Group Inc. technical team. All parts / materials / services and workmanship must conform to the agreed scope of work. If any of the goods and/or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, in addition to any other remedies that it may have, Purchaser may correct or have corrected the non-conformity at Seller's expense or reject and return the goods and discontinue the services at Seller's expense, at Purchaser's sole discretion. Goods rejected promptly shall be removed by the Seller at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects or misrepresentations. Nothing in this Agreement shall relieve Seller from the obligation of testing, inspection and quality control. Goods may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items previously may have been accepted, at Purchaser's sole discretion.
- EXTENSION OF TIME OF DELIVERY:** Purchaser shall not be liable to Seller to take any delivery when due, if occasioned by any event beyond Purchaser's reasonable control, including without limitation fire, flood, earthquake, lightning or other acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state or local agency or authority; wars; riots; insurrections; sabotage; accident; embargo; strike or other labor trouble; interruption of or delay in transportation; shortage or failure of supply of materials; or equipment breakdown. At Purchaser's option, the time for delivery hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries so omitted shall be made during the period of such extension.
- SHIPMENT:** Goods must be shipped as stated in this Purchase Order. In the event that Seller fails to ship goods on or before any scheduled shipping date, Seller must expedite the shipment on their expense to ensure timely delivery. Seller shall be liable for all risks, loss and damage Purchaser may suffer as a result of such non-compliance.
- PACKING, MARKING, AND INVOICING:** Purchase order # must appear on all invoices, packages & correspondence. Packing Slip, Commercial Invoice, Custom papers properly signed shall be forwarded to Purchaser on or before the day shipments are made. Individual invoices shall be issued for each separate shipment. Partial shipments must be identified as such on the shipping memoranda and invoices.
- RISK OF LOSS:** Risk of loss of any goods sold hereunder shall transfer to Purchaser at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by Purchaser shall nonetheless remain with Seller.
- PAYMENT; WAIVER OF LIENS:** Payment will be made as per the defined term, following receipt and acceptance of the goods and receipt, in proper form and substance, of all documentation required by this Purchase Order. Seller shall furnish to Purchaser any analysis or breakdown of the price as Purchaser may reasonably request. This Purchase Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Purchaser. As a condition to any payment hereunder, Seller shall furnish to Purchaser, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Purchaser. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for payment by any laborer, subcontractor or supplier of Seller.
- WARRANTY:** Seller expressly warrants that for a period of one year after Purchaser's acceptance of the goods or services hereunder, or for such longer period as may be expressly provided in this Purchase Order or under applicable law, all goods and services covered by this Purchase Order will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions, or, to the extent the goods were purchased to Purchaser's specifications and drawings as set forth or referred to in this Purchase Order, that the goods strictly conform with those specifications and drawings; (b) be free from defects in design, material and

workmanship; (c) be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied; and (d) bear all warnings, labels, and markings required by applicable laws and regulations. In addition, Seller warrants that: (e) none of the goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Purchaser; (f) all goods covered hereby may be introduced into interstate commerce without violation of applicable laws and regulations; (g) all services have been performed in a good and workmanlike manner; and (h) all goods and services furnished or rendered pursuant to this Purchase Order have been produced, sold, delivered or rendered to Purchaser in compliance with all applicable laws and regulations. In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this Agreement, including but limited to any statement of work issued by Purchaser.

10. **PURCHASER'S REMEDIES:** Purchaser's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9. Purchaser retains the right to cancel any portion of the remaining order, to reject any portion of the goods or services delivered, or to revoke acceptance as to any portion of the goods or services accepted, and return such goods to Seller and to recover the purchase price, any excess costs to cover: downtime, overtime, arranging and expediting temporary alternate solution, customer chargebacks, additional manufacturing costs, costs of removal or recall, transportation and custodial expenses, injury to person or property incurred by Purchaser, all in addition to Purchaser's other remedies under this Purchase Order or applicable law. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or files or has filed against it any petition in bankruptcy, Purchaser shall have the right to cancel this Purchase Order immediately.
11. **PATENT, COPYRIGHTS, TRADEMARKS:** Seller warrants that the goods furnished under or used in connection with this Purchase Order (except those furnished according to Purchaser's specific design) and Purchaser's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. If any claim, suit or proceeding is made or instituted against Purchaser alleging any such infringement, Seller shall indemnify, defend and hold Purchaser harmless from and against any damages, liabilities, judgments, costs and expenses (including without limitation reasonable attorney's fees) it may incur in connection with any such claim, suit or proceeding. In the event that the goods or Purchaser's use is held in any suit or proceeding to constitute an infringement, or if Seller determines that there is a substantial risk of a finding of such infringement, Seller agrees, as appropriate, and at its expense to: (a) procure for Purchaser, at no expense to Purchaser, the right to continue using the goods, (b) replace the goods with equivalent goods that meet the requirements of this Purchase Order and that do not infringe any such rights, or (c) modify the goods so that they become non-infringing.
12. **RELEASES:** Purchaser may issue Releases against a Purchase Order to Seller, specifying quantities and delivery dates for Products referenced in such Purchase Order. Seller shall accept, and shall not reject, each Release to the extent it conforms to the Purchase Order. Seller shall be deemed to have waived these objections and accepted a Release if Seller fails to object to the Release in writing within one (1) business days after receipt thereof. If Seller cannot deliver by the date(s) specified in the Release, Seller shall immediately propose a revised date that is at or before the Lead Time from the date of the Release. Purchaser may reschedule or cancel all or any portion of any Release issued by Purchaser upon written notice to Seller.
13. **INDEMNIFICATION:** To the fullest extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Purchaser, its affiliates, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses arising out of or incident to Seller's performance hereunder, or the presence of Seller, its employees, agents or invitees ("Seller Parties") on Purchaser's premises, provided that such Losses are attributable to (a) the negligence or willful misconduct of the Seller Parties, (b) the failure of the Seller Parties to comply with applicable laws, or (c) bodily injury, sickness, disease or death (including but not limited to bodily injury, sickness, disease or death of the employees of Seller or Purchaser), or to damage to or destruction of tangible property (including the loss of use thereof); in each case regardless of whether or not caused in part by the negligence or other fault of any Indemnified Party hereunder; provided that Seller shall not be liable for losses caused by the sole negligence or willful misconduct of any Indemnified Party. Seller's indemnification obligations under this Section shall not be limited by applicable Workers' Compensation or other disability or employee benefit laws, and, solely as respects the indemnities set forth in this Section, Seller hereby expressly waives any rights it may have to assert any immunity or defenses that it may have under such laws against any Indemnified Party.
14. **LABOR, WORK AND SERVICES; INSURANCE:** In supplying any services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or provincial health insurance, unemployment insurance, social security and/or other similar taxes incurred hereunder. Any performance by Seller under this Purchase Order on Purchaser's premises shall be in full compliance with Purchaser's safety and other rules and procedures and with all federal and state laws and regulations regarding workplace safety, including without limitation, laws pertaining to occupational safety and health. Prior to commencement of any services hereunder on Purchaser's premises and until the satisfactory completion thereof, Seller shall, at its expense, shall maintain the required insurance coverage's. Seller shall furnish to Purchaser certificates of such insurances. If Seller fails to furnish such certificates or maintain such insurance, Purchaser shall have the right to cancel this Purchase Order immediately.
15. **LAWS AND REGULATIONS:** All goods furnished or services rendered pursuant to this Purchase Order shall be produced, sold, delivered, or rendered to Purchaser in compliance with all applicable laws and regulations, including without limitation, all applicable environmental and occupational health and safety laws and regulations. On applicable equipment, the above price(s) include costs to

cover a Pre-start Health and Safety Review (PSR), Hydro certification and CSA Or Axiom plant country specific accreditation requirements.

16. **TERMINATION:**

FOR CONVENIENCE:

(A) Purchaser may, at any time by written notice to Supplier, terminate all or any part of the Purchase Order for the Purchaser's convenience, in which event Supplier agrees to stop work immediately as to the terminated portion of the Purchase Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Purchaser has an interest. If the Purchase Order is terminated, in whole or in part, for the Purchaser's convenience, the Supplier shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Supplier's actual performance of work under the Purchase Order to the effective date of termination.

(B) Supplier shall submit to Purchaser all claims resulting from such termination within thirty (30) days after Supplier's receipt of Purchaser's notice of termination. Purchaser shall have, upon reasonable advanced notice, the right to inspect Supplier's records, facilities, work, and materials relating to performance of the Purchase Order for purposes of evaluating Supplier's claim.

FOR DEFAULT: Purchaser may terminate immediately (or such other time as set forth in Purchaser's termination notice) all or any part of the Purchase Order, without any liability of Purchaser to Seller, in the event of any default by Seller.

(A) Seller is in default if : (a) Seller fails to perform or breaches any obligations under the order; (b) Seller repudiates, breaches or threatens to breach any of the terms of the Order; (c) Seller breaches any representation or warranty in the Contract; (d) Seller fails to provide Purchaser with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under the Order, including delivery of Products; (e) Seller fails to meet reasonable quality requirements so as to endanger timely and proper performance of the Contract; or (f) in the event of a Seller Insolvency. (g) Supplier fails to deliver the items or perform the services required by the Purchase Order and these Purchase Order Terms and Conditions within the time specified in the Purchase Order, or any extension granted by Purchaser in writing; or(i) Supplier fails to perform under any of the other provisions of the Purchase Order and these Purchase Order Terms and Conditions or fails to make progress so as to endanger performance of the Purchase Order in accordance with its terms and Supplier does not cure, or submit to Purchaser a plan to cure, such failure to Purchaser's reasonable satisfaction within a period of two (2) days after receipt of notice from Purchaser specifying the failure; or (j) Supplier becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or reorganization, or pursues any other remedy under any other law relating to relief for debtors, Purchaser deems that Supplier is insolvent or in the event a trustee or receiver is appointed for Supplier's property or business.

(B) If the Purchase Order is entirely or partially terminated under this section, Purchaser, in addition to any other rights, may require Supplier to:

(i) Transfer title and deliver to Purchaser, in the manner and to the extent directed by Purchaser, any completed items and any partially completed items and materials, parts, components, tools, dies, jigs, fixtures, plans, drawings, information, software, and contract rights called Contract Materials as the Supplier has specifically produced or acquired for the performance of the part of the Purchase Order that has been terminated; and/or

(ii) Protect and preserve property in the possession of Supplier in which Purchaser has an interest.

(C) Payment for completed items delivered to and accepted by Purchaser, and for the protection and preservation of property, will be in an amount agreed upon by Supplier and Purchaser.

(D) If, after notice of termination under this section, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the section entitled "for Convenience."

17. **NO TERMINATION RIGHT BY SELLER.** Because Purchaser's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate this Contract or any Purchase Order.

18. **ASSIGNMENT AND SET-OFF:** Seller shall not assign its rights or delegate its performance hereunder, nor any interest herein, without Purchaser's prior written consent and any attempted assignment or delegation without such consent shall be void. Purchaser shall be entitled at all times to set-off any amount owing from Seller to Purchaser, whether under this Purchase Order or otherwise, against any amounts otherwise payable to Seller.

19. **PRICE COMPETITIVENESS:** Supplier shall support Axiom Group Inc. on volume discounts and yearly cost reduction initiatives to stay competitive during the program life on blanket orders / long term agreements. Axiom Group Inc. will be conducting market research for evaluation and benchmarking and if supplier deemed uncompetitive, Axiom Group Inc. reserves the Right of Last Refusal for supplier lack of performance on price/terms. Suppliers supplying material on automotive programs under blanket orders shall support service orders up to ten years after program life at the same production price.

20. **FORCE MAJUERE.** Any delay or failure of either Party to perform its obligations shall be excused if it is caused by an extraordinary and unforeseeable event beyond the control of the nonperforming Party and without the nonperforming Party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming Party to the other Party within twenty-four (24) hours of the event. Seller shall provide adequate assurance that the delay will not exceed such period of time as Purchaser deems appropriate. If the delay lasts more than the time period specified by Purchaser, or Seller does not provide adequate assurance that the delay will cease within such time period, Purchaser may, among its other remedies, immediately cancel the Contract or any Purchase Order, and all outstanding Releases issued pursuant thereto, without liability. Additionally, Seller shall reimburse Purchaser for any increase in price that Purchaser is required to pay to a substitute supplier in order to obtain the Products. Seller acknowledges and agrees that the

following will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise and Seller expressly assumes the following risks: (a) change in cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes; and (b) failure of Seller's internal business systems related to the proper processing of information that results in any defect or failure in products or services, deliveries, or any other aspect of performance by Seller or its subcontractors. Purchaser may cancel the Contract or any Purchase Order at any time prior to delivery or performance if its business is interrupted for reasons beyond Purchaser's reasonable control. Purchaser shall give prompt notice of such cancellation to Seller.

21. **CONFIDENTIALITY:** Seller and its directors, officers, employees and agents shall not disclose to any third party any information pertaining to the goods provided or services performed hereunder, or pertaining to Purchaser's business or operations which Seller obtains or has access to in connection herewith, without the prior written consent of Purchaser.
22. **GOVERNING LAW:** This Purchase Order shall be governed by the laws of the Axiom plant location city and country, Province of Ontario, without giving effect to its principles of conflicts of law.
23. **CONFLICT MINERALS:** Supplier acknowledges that Purchaser is required to meet its customers' compliance requirements related to Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") related to the use of tin, tantalum, tungsten and gold (each, a "Conflict Mineral" and collectively, "Conflict Minerals"). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Purchaser in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Purchaser and Supplier may jointly agree upon). At Purchaser's request (which may be as frequently as quarterly at Purchaser's discretion), Supplier must execute and deliver to Purchaser declarations in the form of the EICC-GeSI Conflict Minerals Reporting Template as adopted by EICC-GeSI from time-to-time.
24. **CUSTOMS:** For shipments originated outside of Canada, Supplier is responsible for preparing Canada Customs invoices and other documents required by Canadian customs and other government agencies. Any cost incurred due to Supplier's delay or Supplier's failure to comply with Canadian customs or other governmental regulations shall be paid by the Supplier.