

Terms and Conditions for Canada

1. **Acceptance of Contract:** Seller shall be bound by this contract and its specifications terms and conditions when it delivers any of the items ordered (“Goods”) or renders any of the services (“Services”) ordered herein by Buyer unless a written amendment to this Purchase Order has been signed by Buyer. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof. All rights not expressly granted to Seller under this Purchase Order are reserved by the Buyer.
2. **Changes:** The Buyer reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both.
3. **Delivery:** Time is of the essence with respect to the provision of Goods and performance of Services under this Purchase Order. Goods must be delivered and Services must be performed in strict accordance with the times set forth in this Purchase Order. All Goods shall be packaged and shipped in a manner sufficient to ensure arrival in an undamaged condition. Seller will coordinate delivery of Goods and performance of Services with Buyer and/or, upon Buyer’s request, with Buyer’s representatives. Any provisions herein for delivery of Goods or the performance of Services by installments shall not be construed as making the obligations of Seller severable. Seller shall not substitute material or ship more than the quantity ordered. Seller shall be solely responsible for and pay all costs of delivering the Goods, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/ exports of the Goods, unless expressly agreed otherwise (in writing) by Seller and Buyer.

Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Purchase Order. Seller agrees to indemnify, defend and hold the Buyer and Indemnified Parties harmless from any and all claims related to non-compliance with applicable export laws and regulations.
4. **Representations, Warranties and Inspections:** Seller represents and warrants to the Buyer that: (1) Seller is an entity duly organized, validly existing and in good standing under applicable law; (b) this Purchase Order is a genuine, legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (c) this Purchase Order has been duly authorized, executed and delivered by Seller; (d) each signatory to this Purchase Order on behalf of the Seller has authority to bind Seller to this Purchase Order; and (e) Seller has read and accepted the terms and conditions of the Purchase Order. Seller expressly warrants that all Goods will conform to applicable specifications, that they will be free from defects in material and workmanship, and that they will be fit for their intended use. The items and all parts, material, work and workmanship entering into performance of this contract shall be subject to inspection, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery. If in any way any item or part shall be defective or shall not conform to the provisions of this order or with its standard specifications, Buyer, in addition to any other rights and remedies it may have, may revoke its acceptance of or may reject any or all the items. Upon such revocation or rejection, Buyer may return at Seller’s expense any or all the items or require prompt correction or replacement at Seller’s expense.
5. **Buyer’s Premises:** If this Purchase Order requires performance by Seller in whole or in part, upon Buyer’s premises, Seller will indemnify and hold harmless Buyer from any and all loss, damage, injury, liability, claim, suit costs and expenses (including reasonable attorney’s fees) of any nature arising, or claimed to arise, out of such performance by Seller.
6. **Price:** The Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by an amendment to the Purchase Order signed by Buyer. Seller represents that the price charged for the items or services covered by this Purchase Order is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this Order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery.

All references to currency in the Purchase Order and the Terms and Conditions are to lawful money of Canada, unless otherwise specifically stated.

7. **Payment Terms and Taxes:** Buyer shall make payment to Seller no more than sixty (60) days after the date a correct invoice is received or the date of delivery and acceptance of goods ordered, whichever is later, unless more favorable terms are incorporated in the Purchase Order or invoice. Cash discount of two (2%) percent of the invoiced amount will be applied to correct invoices that are paid within fourteen (14) days from either of the aforementioned dates, whichever is later.

Seller shall include appropriate taxes on all invoices where required, and submit to the appropriate authorities all such taxes. Seller is solely responsible for these taxes and/or reimbursing Buyer for any related interest, penalties, etc. upon any tax jurisdiction audit.

8. **Termination:** Buyer may terminate this Purchase Order for convenience at any time without penalty by giving the Seller written notice of termination, in which case Buyer will be responsible for compensating Seller only for those Goods or Services actually provided or performed through the date of termination. In the event that the Seller or others used by the Seller in the provision of Goods or performance of the Services breaches the terms or provisions of this Purchase Order (including without limitation any representation or warranty), Buyer may, in addition to any other rights and remedies available to Buyer pursuant to this Purchase Order or at law or in equity, terminate this Purchase Order by written notice to the Seller effective immediately upon the sending of said notice.
9. **Confidentiality:** Seller acknowledges that, in connection with the Purchase Order, it may receive, obtain, become aware of or have access to certain confidential and proprietary information, which is the property of the Buyer. The Seller recognizes that such information is a valuable and unique asset of the Buyer and agrees to maintain the confidentiality of such information for five (5) years following the effective date of the Purchase Order pursuant to which such disclosure was made. The Seller shall use reasonable care to safeguard such information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Buyer to protect its own confidential and proprietary information, including implementing and maintaining information system security measures and controls to protect the confidentiality of the Confidential Information that shall, at minimum, comply with reasonable best practices for the relevant industry. The Seller shall use all Confidential Information received from the Buyer solely for the purpose of facilitating the Purchase Order. The Seller acknowledges and agrees that the unauthorized disclosure or use of any Confidential Information may give rise to irreparable injury to the Buyer, for which there may be no adequate remedy at law. In such circumstance, the Seller agrees that the Buyer may, in addition to all other remedies that may be available to it, seek injunctive relief, and the Seller shall not object to any application for such injunctive relief on the basis that an adequate remedy at law is available. Following the expiration of the five (5) year period described hereinabove, the Seller will destroy the Confidential Information.

The obligations of confidentiality stated herein shall not apply to any information that: (1) is or becomes available to the public, other than as a result of an impermissible disclosure by the Receiving Party, (2) was or becomes available law fully to the Receiving Party from a source other than the Disclosing Party, which, to the Receiving Party know ledge, is not subject to a confidentiality obligation, (3) was developed independently by the Receiving Party prior to disclosure by the Disclosing Party, as demonstrated by the Receiving Party's records, or, (4) is required to be disclosed by law, regulation, court or regulatory agency action. The provisions of this Section 9 shall survive termination of this Purchase Order.

10. **Assignment:** Seller shall not assign this Purchase Order in whole or in part without prior consent of Buyer. Seller shall not assign any monies due or to become due hereunder without prior written consent. No contractual relation between any third party shall be created as a result of this Purchase Order.
11. **Insurance:** Without in any way limiting Seller's liability hereunder, Seller shall maintain adequate insurance to cover all Liabilities that may arise from the Services provided hereunder.
12. **Notices:** The parties agree that any notices or communications required under this Purchase Order shall be made in writing and shall be sent via a) hand delivery; b) certified or registered mail, return receipt requested;

or c); e-mail, proof of which shall be in the form of an electronic confirmation of delivery. Such notices shall be directed to the attention of the principal contacts identified on the first page hereof. Each party may designate such other or additional persons as contacts as may be necessary during the term of this Purchase Order.

13. **Indemnification:** The Seller shall indemnify, save harmless and defend the Buyer from and against any and all liability that may arise from the Goods or Services provided by the Seller to the Buyer. The provisions of this Section shall survive termination of this Purchase Order.
14. **Advertising:** Neither party shall reproduce or use the names, logos, service marks or trademarks of the other party in advertising, marketing material, or otherwise without the express written permission of such other.
15. **Force Majeure:** Neither party shall be liable for failing to perform its obligations hereunder if such failure is the result of fire, weather related catastrophes, acts of God, embargo, strike, war, governmental rule or regulation, or, any other circumstance beyond a party's reasonable control that prevents such party from performing its obligations in accordance with the terms contained herein.
16. **Compliance with Laws.** Seller warrants and represents that it is in and shall remain in compliance with all laws applicable to it in any relevant applicable jurisdiction in respect of its provision of the Goods or performance of any Services provided hereunder and any Purchase Order, including but not limited to federal, provincial and local laws, rules and regulations respecting the collection, use and disclosure of Personal Information as defined herein.

In the event that Seller is not in compliance with all applicable laws during the term of this Purchase Order, Seller shall immediately notify Buyer and Buyer may immediately terminate this Purchase Order and any outstanding Purchase Orders, subject to the requirements of Section 8.

17. **Compliance with Code of Conduct and Other Policies:** During the term of this Purchase Order, Seller shall adhere to and shall cause its personnel to adhere to Buyer's Code of Conduct, Health and Safety Policy, and any other applicable policies while: (i) providing Goods or Services hereunder at, on, or within any Buyer site; or (ii) acting on behalf of the Buyer in any matter as to which Seller has been authorized to conduct business in an agency or representative capacity on behalf of Buyer. Buyer shall provide to Seller copies of its Code of Conduct, Health and Safety Policy, and such other applicable policies, or relevant portions thereof, upon written request.
18. **Corporate Responsibility.** Supplier acknowledges that Munich Re Group is subject to the German Supply Chain Due Diligence Act (GSCDDA) and is obliged to ensure human rights, environmental standards and good corporate governance along its entire supply chains. As a compulsory prerequisite for the contractual cooperation with Supplier, Munich Re expects Supplier's adherence to Munich Re Group's Supplier Code of Conduct and the principles of the United Nations Global Compact.

You can find the Supplier Code of Conduct on our download website under "Corporate Responsibility":
<https://www.munichre.com/en/company/about-munich-re/central-procurement/downloads.html>

In particular, Supplier shall

- a) comply with the expectations communicated by Munich Re in Munich Re Group's Supplier Code of Conduct and to address them within the supply chain,
- b) inform Munich Re about any material compliance violations in Supplier's own area of responsibility and the supply chain that come to its attention,
- c) properly select and monitor its supply chain partners,
- d) grant Munich Re appropriate inspection and audit rights in order to enable Munich Re to determine if Supplier is in compliance with these obligations.

Supplier's duties set forth in this clause are principal contractual obligations and any relevant violation shall be good cause for extraordinary termination for Munich Re.

The Parties shall adapt this Agreement to new legal requirements, as may be required from time to time.

19. **Governing Law:** This Agreement is governed by the laws of the Province of Ontario, and for all purposes is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts in law. Any litigation arising out of or relating in any way to this Agreement shall be brought only in the applicable court of Province of Ontario and the venue for the settlement of disputes will be the City of Toronto, Ontario.
20. **No Waiver.** The failure of either party to enforce any rights granted under this Purchase Order or to take action against the other party in the event of breach shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
21. **Entire Agreement.** This Purchase Order constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written, concerning the subject matter hereof. This Purchase Order may not be released, discharged, changed, amended, or modified, except by an instrument in writing signed by a duly authorized representative of each party.
22. **No Construction Against Drafter.** The parties represent that they have read and understand the terms and conditions of this Purchase Order and acknowledge and agree that any construction of this Purchase Order shall not be made against the drafter of the Purchase Order.
23. **Inconsistencies.** The parties agree that in the event there is any inconsistency or discrepancy between the terms of this Purchase Order and the terms of any other order, the terms of this Purchase Order shall govern.