

General Comment:

These Standard Terms and Conditions form part of the quotation (the “Quotation”) provided by Isowater Corporation o/a Key Steel Manufacturing 40 Sandford Fleming Drive, Collingwood Ontario, L9Y 4V7, and affiliates (“Seller”) to the purchaser of such products (“Products”) or services (“Services”). In the event of any discrepancy between the Terms and Conditions and the Quotation or a signed purchase order (a “PO”), the Quotation and/or PO shall govern.

TERMS AND CONDITIONS OF SALE

1. Order Procedure.

A Quotation shall be binding on the Seller upon receipt of a signed PO from the Buyer along with any condition's precedent specified in the Quotation or PO. No other terms and conditions shall apply to any Quotation or PO unless otherwise expressly agreed in writing by Seller. Buyer agrees that the sale of the Products and Services constitutes a final sale, and Buyer shall not have any rights to cancel the order or return the Products for a refund, other than as set out herein.

2. Purchase Price.

Unless otherwise specified in the Quotation or PO, prices quoted for Products and Services are in Canadian dollars and are good for 30 days and do not include shipping costs or taxes of any description, including without limitation excise, sales, use, property, export, or other tariffs, levies or taxes which may be imposed upon the manufacture, sale, delivery, export or use of Products or Services. Buyer agrees to pay all such charges or to reimburse Seller therefor upon receipt of Seller's invoice. If Buyer claims exemption from any tax, Buyer shall provide a copy of its tax exemption certificate at the time the order is placed. Buyer shall defend, indemnify and hold Seller harmless from and against any claim for taxes, levies, tariffs, interest and penalties which may be assessed on holding that the items are taxable or subject to any such levies or tariffs.

3. Payment.

Products shall be able to be shipped in partial shipments. Seller shall invoice Buyer for all partial shipments. If shipment is delayed on Buyer's request, the date of Seller's notice of availability for shipment shall be deemed the date of shipment for issue of an invoice. A storage fee shall apply if delay is more than (30) calendar days. In the event of a dispute concerning any amount due for Products or Services, all uncontested amounts must be paid within the number of days mentioned in the Quotation or PO. Interest in the amount of the lesser of one and one-half percent (1-1/2%) per month or the maximum amount allowed by law shall accrue and be due on past-due balances. Buyer

shall pay all reasonable costs of collection including, but not limited to, collection agency fees, attorney's fees and court costs. As collateral security for the payment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of the Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ontario *Personal Property Security Act*.

4. Delivery; Risk of Loss.

Seller will make commercially reasonable efforts to deliver Products by the dates requested by Buyer, but specified dates for shipment of Products or performance of Services are estimates, only, and shall not be deemed to represent fixed or guaranteed delivery dates, and Seller shall have no liability for any delays in delivery.

Timely delivery by Seller is conditional on Buyer's timely supply of all required material and required technical information and data, including drawings, approvals, and all required commercial documentation, and, where Services are provided, adequate access to the site for Seller to perform such Services, if necessary. Delivery shall be in accordance with the INCOTERMS mentioned in the Quotation. Title to all Products shall pass to Buyer upon delivery.

Buyer will be deemed to have received Products unless any damage to Products during shipment prior to delivery or variance from order instructions is reported to Seller, in writing, within five (5) working days of Buyer's receipt of the Products.

5. Inspection; Testing; Acceptance.

Any inspection by Buyer of Products on Seller's premises shall be scheduled upon no less than seven (7) days' advanced written notice and performed during normal business hours. If inspection is to take place at manufacturer's facility, Seller shall provide Buyer with reasonable notice, and such testing will occur prior to shipment. Unless Buyer objects in writing within ten (10) days after successful completion of factory acceptance testing, Buyer shall be deemed to have accepted the Products. Written acceptance by Buyer or Buyer having been deemed to have accepted the Products shall constitute valid authorization for Seller to deliver the Products. Should Buyer require site acceptance testing, such testing shall be specified by Buyer in the PO. Testing will be performed by Seller's personnel, who shall verify that the Products have been delivered to site undamaged and in good condition. All loading and unloading of Products at site shall be

in the presence of Seller. If required pursuant to the Quotation or PO, completion of site acceptance testing shall constitute Buyer's full and final acceptance of testing. If any such site acceptance testing does not occur within 30 days of delivery of Products to site, site acceptance testing shall be deemed complete, and the Products shall be deemed accepted.

6. Compliance; Permits.

Buyer assumes responsibility for use of Products in accordance with the manufacturer's instructions and in compliance with export controls, safety standards and other regulations in Ontario (where the Products are being manufactured) as well as the location to which the Products are shipped. Buyer is responsible for obtaining, at its cost and expense, any and all necessary licenses and permits for the receipt, transportation, installation, resale and use of Products. Buyer represents and warrants that the Products shall be used in accordance with all applicable laws relating to the site location where the Products will be used. Buyer shall specify its intention to utilize or sell and deliver Products for any such applications on the PO. Buyer acknowledges that it is and will continue to be in compliance with the Business Code of Conduct. Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims, actions, damages and costs, including without limitation reasonable attorney fees arising as of a result of a breach of: (i) the Business Code of Conduct; or (ii) any applicable laws or regulations arising in connection with the resale or use of the Products.

Failure to comply with the provisions of the Business Code of Conduct may preclude suppliers from being eligible for a contract award and, in case of breach, give Key Steel Manufacturing grounds for termination of contracts with customers and/or suppliers.

7. Change Orders.

Equipment specifications will be submitted to the buyer for approval in accordance with the timelines set out in the Quotation or PO. After such approval, should any change to the specifications or delivery schedule be requested by the Buyer, an estimate of all additional engineering and or drafting costs and manufacturing costs will be presented to the Buyer along with any associated extensions of the delivery estimates for approval before work related to the change commences. The Buyer shall be deemed to have approved the estimated costs unless it responds to Seller within five (5) business days of receipt of such estimates. Seller shall not be obligated to commence any work related to any changes without Buyer approval or deemed approval of the estimates.

The Seller is allowed to substitute materials and components without Buyer approval as long "as good" or "equal to".

Buyer shall be responsible for payments or commitments made by Seller in respect of any equipment that is Nonstock or custom and is not returnable. Seller shall use commercially reasonable efforts to mitigate any such losses.

8. Software License.

Use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in a separate Seller or third-party license agreements. Such agreements shall govern with respect to the supply of such software or firmware in the event of any discrepancy between such agreements and these Terms and Conditions. In the absence of a separate Seller's or third party license agreement, Buyer is granted a non-exclusive, non-transferable license to use Seller's software or firmware set out in the PO or Quotation only in object code form and solely in conjunction with Seller-provided Products, with no rights to sublicense, market, sell, re-create, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

9. Drawings.

Any drawings, documents, specifications or written materials developed or provided by Seller shall remain the property of Seller.

10. Warranty.

For a period of 12 months after delivery, Products shall be: (a) free from defects in materials and workmanship; (b) conform to applicable specifications, drawings and designs; and (c) free from defects in title. The Seller's sole obligation under this warranty shall be, at its sole option and expense, to either repair or replace the defective part of the Product. The warranties shall not apply to any materials provided by Buyer.

Seller shall use commercially reasonable efforts to assign to Buyer any warranty by any manufacturer of any components included in any Products delivered. Seller does not warrant that the Products shall be fit for any particular purpose, and Seller expressly disclaims all representations, conditions, warranties and other obligations, whether express, implied, statutory or otherwise in connection with a Quotation, PO and these T&Cs other than as specifically stated herein.

11. Limitation of Liability.

Seller shall not, in any event, be liable in respect of any claims made by Buyer or third-party claims for any loss, damage, or expense caused or increased by any: (i) use of any Products; (ii) design, information or equipment that is supplied by Buyer; (iii) actions or omissions of Buyer, including any misuse, abuse, improper application, installation or

alteration by Buyer; (iv) normal wear and tear to the Products; (v) vandalism to the Products; (vi) failure on Buyer's part to conform to a Product manufacturer's, supplier's, or Seller's specifications or instructions, or (vii) accidental occurrence in respect of any Product. Seller's liability for nonconformity of any Product or Service to Seller's specifications, whether based on contract, warranty, tort or other grounds, shall be, in Seller's discretion, limited exclusively to repair or replacement of the Product(s) or reperformance of the Services, as the case may be, and in no event shall the maximum aggregate liability exceed the purchase price paid therefor by Buyer for the specific partial Product or Service in respect of which the claim arises. This limitation of liability reflects a negotiated allocation of risks between Seller and Buyer and constitutes the basis of the parties' bargain, without which Seller would not have agreed to the price or terms of sale, or to the Quotation or PO. In no event shall Seller be liable for any incidental, indirect, special or consequential damages, including but not limited to loss of profits or revenue, loss of use of Products or other property, the cost of substitute products, facilities or services or business interruption costs, unless otherwise specifically agreed by the parties in writing, in no event shall Seller be liable for or have any responsibility for programming, configuring, modifying, and/or making ready the Products for Buyer's intended use and/or any other use.

12. Force Majeure & Delays.

If the performance by Seller of its obligations under this Agreement is prevented, restricted or impaired, directly or indirectly, by act of God, or by fire or other casualty or accident, strikes or labor disputes, inability to procure goods, power or supplies from usual sources, war or violence, pandemic or epidemic, or any law, order, proclamation, ordinance, demand or requirement of any governmental or regulatory authority, or any other cause beyond the reasonable control of Seller ("force majeure"), then Seller shall promptly give written notice thereof to Buyer, setting forth the date and nature of the event of force majeure, whereupon Seller's performance hereunder shall be suspended and the time for such performance extended for a period equal to the period of delay. The price and scheduled delivery date shall be adjusted to take account for any increase in cost or delivery delay resulting from: (a) a change in applicable laws; (b) any actions or omissions of Buyer; or (c) changes in any taxes, charges, levies or duties, which affect the performance of the Seller's obligations. Seller shall have the right to terminate the PO or Quotation upon written notice to Buyer in the event that a force majeure persists for 90 days.

13. Disputes

Any dispute shall be fully and finally settled by arbitration. Such arbitration shall be conducted by a single arbitrator in accordance with the Arbitration Act, 1991, shall be conducted in English, shall be governed by Ontario law, and shall take place in Toronto, Ontario. The parties will bear the cost of any arbitration in the manner specified by the arbitrator equally. Any findings made by an arbitrator shall remain confidential between the parties and shall not be disclosed to any third party without prior written consent from the other party, save and except that each party may disclose the findings to their respective legal counsel and auditors or as otherwise required by law.

14. UN Sale of Goods

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions and the parties expressly exclude and disclaim same from these Terms and Conditions or any agreement placed by Seller with its suppliers or sub-contractors in connection with these Terms and Conditions.

15. General.

The Quotation or PO, including these Terms and Conditions (i) constitute the entire agreement of the parties and incorporate and supersede all prior discussions, representations, understandings and agreements in respect of the subject matter hereof; (ii) may not be modified or amended except in a writing executed by all parties, and any waiver of any term and condition hereof must be in writing and signed by the party granting waiver; and (iii) shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. In the event that one or more provisions of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.



Customer/Supplier wishes to purchase or supply certain goods and services from Key Steel Manufacturing and Key Steel Manufacturing requires that such party abide by this Business Code of Conduct

- 1. Scope of Application:** The provisions of this Code of Conduct set forth Key Steel Manufacturing's expectations for all customers and suppliers with whom it does business. Key Steel Manufacturing expects that these principles apply to customers and suppliers and their employees, parent, subsidiary or affiliate entities. Key Steel Manufacturing expects customers and suppliers to ensure that this Business Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities and that it is done in the local language and in a manner that is understood by all. In addition, customers and suppliers should note that this Business Code of Conduct will be binding and comprise part of Key Steel Manufacturing's terms and conditions.
- 2. Freedom of Association and Collective Bargaining:** Key Steel Manufacturing expects its customers and suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, in accordance with applicable laws, These principles are set out in the *Canada Labour Code (R.S.C., 1985, c. L-2)* and the *Ontario Labour Relations Act, 1995, S.O. 1995.*
- 3. Forced or Compulsory Labour:** Key Steel Manufacturing expects its customers and suppliers to prohibit forced or compulsory labour in all its forms. This principle is set out in the *Criminal Code of Canada*, the *Prevention of and Remedies for Human Trafficking Act, 2017 (Ontario)* and the *Employment Standards Act, 2000.*
- 4. Child Labour:** Key Steel Manufacturing expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons. These principles are set out in the *Criminal Code of Canada*, the *Child, Youth and Family Services Act, 2017 (Ontario)*, the *Employment Standards Act, 2000* and the *Occupational Health and Safety Act, R.S.O. 1990, c.O.1.*
- 5. Discrimination & Harassment:** Key Steel Manufacturing expects its customers and suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract



takes place. These principles are set out in the *Pay Equity Act* (S.C. 2018, c. 27), the *Employment Standards Act, 2000* and the Ontario Human Rights Code (R.S.O. 1990). Key Steel Manufacturing expects its customers and suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary or affiliate entities are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits. Key Steel Manufacturing expects its customers and suppliers to create and maintain an environment that treats all employees with dignity and respect. Key Steel Manufacturing further expects that its customers and suppliers, and their parent, subsidiary and affiliated entities, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for Key Steel Manufacturing.

6. **Health and Safety:** Key Steel Manufacturing expects its customers and suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health. These principles are set out in the *Occupational Health and Safety Act, R.S.O. 1990, c.O.1*.
7. **Corruption:** Key Steel Manufacturing expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.