TERMS AND CONDITIONS OF PURCHASE

Applies when Genrep Ltd./Ltée purchases goods or services from a Supplier

These Terms and Conditions of Purchase ("Purchase Terms") govern every purchase of goods and services by Genrep Ltd./Ltée ("Genrep") from a supplier, vendor, subcontractor, consultant or any other third party providing goods or services to Genrep ("Supplier"). By accepting a Purchase Order issued by Genrep, the Supplier agrees to be bound by these Purchase Terms. In the event of any conflict between these Purchase Terms and the Supplier's own terms and conditions, these Purchase Terms shall prevail.

CHAPTER XII — PURCHASE ORDERS

Art. 1 ISSUANCE AND ACCEPTANCE

A purchase by Genrep is initiated only by a written Purchase Order ("PO") issued and signed by an authorized Genrep representative. Verbal commitments, emails, or other informal communications do not constitute a binding Purchase Order unless confirmed by a signed PO.

The Supplier's acceptance of a PO, whether by written acknowledgement, commencement of work, or shipment of goods, constitutes the Supplier's agreement to these Purchase Terms and all specifications set out in the PO.

Art. 2 ORDER OF PRECEDENCE

In the event of any conflict between the PO, these Purchase Terms, and any other Supplier documentation, the order of precedence shall be: (1) the PO; (2) these Purchase Terms; (3) any drawings or specifications attached to the PO; (4) all other documentation.

Art. 3 AMENDMENTS

No amendment to a PO is valid unless issued in writing by Genrep's authorized representative. The Supplier shall not proceed with any change in scope, quantity, specification or price without a written amendment to the PO. Any additional costs incurred by the Supplier without a written amendment are the Supplier's sole responsibility.

CHAPTER XIII — PRICE & PAYMENT

Art. 4 FIXED PRICE

Prices stated in the PO are firm and fixed unless otherwise agreed in writing. The Supplier shall not invoice amounts in excess of the PO value without Genrep's prior written approval. Prices are inclusive of all packaging, labelling and documentation costs unless otherwise stated.

Art. 5 INVOICING

The Supplier shall submit invoices referencing the applicable PO number, line items, quantities, and unit prices. Invoices that do not reference a valid PO number may be returned without payment and without waiver of Genrep's payment obligations.

Unless otherwise specified in the PO, payment terms are net sixty (60) days from receipt of a correct and undisputed invoice. Genrep reserves the right to set off against any amount owing to the Supplier any amounts owed by the Supplier to Genrep.

Art. 6 TAXES

The Supplier is responsible for all taxes on its income and profits. Genrep will pay applicable GST/HST where required by law. All other taxes, duties and levies are the Supplier's responsibility unless expressly agreed otherwise in the PO.

CHAPTER XIV — DELIVERY & PERFORMANCE

Art. 7 DELIVERY OBLIGATIONS

Time is of the essence with respect to all delivery dates specified in the PO. Where no separate order confirmation is provided by the Supplier, the due date stated on the PO shall be deemed the confirmed delivery date. The delivery date confirmed at the time of order shall govern and shall not be revised without Genrep's prior written consent. Where the Supplier's confirmed delivery date differs from the PO due date, Genrep reserves the right to cancel the order without liability. The Supplier shall notify Genrep immediately, in writing, if it anticipates any delay. Notification does not constitute acceptance of a revised delivery date by Genrep.

Unless otherwise stated, delivery shall be made DDP (Delivered Duty Paid) to the address specified in the PO, in accordance with Incoterms 2020. Risk of loss and title pass to Genrep upon acceptance at the delivery location.

Where goods are delivered prior to the requested delivery date without Genrep's prior written approval, Genrep reserves the right to calculate payment terms from the originally confirmed delivery date rather than the date of actual delivery.

Art. 8 PACKING AND SHIPPING

Goods shall be packed and shipped in a manner that prevents damage during transit and complies with all applicable regulations. The Supplier shall include a packing slip with each shipment identifying the PO number, item descriptions, quantities and country of origin.

Art. 9 PARTIAL DELIVERIES

Partial deliveries are not permitted without Genrep's prior written consent. Genrep reserves the right to reject goods delivered in excess of or short of the quantities specified in the PO, and to return excess goods at the Supplier's expense.

CHAPTER XV — QUALITY & INSPECTION

Art. 10 CONFORMANCE TO SPECIFICATIONS

All goods and services supplied must strictly conform to the specifications, drawings, samples and other requirements stated in the PO. The Supplier warrants that goods are free from defects in design, material and workmanship and are fit for their intended purpose.

Art. 11 INSPECTION AND REJECTION

Genrep reserves the right to inspect goods at any time, including at the Supplier's facility prior to shipment. Acceptance of goods by Genrep does not constitute a waiver of any defect that was not apparent at the time of inspection.

Genrep may reject and return at the Supplier's expense any goods that do not conform to the PO requirements. The Supplier shall, at Genrep's option, repair or replace rejected goods or issue a full credit, within a timeframe specified by Genrep.

Art. 12 SUPPLIER QUALITY RECORDS

The Supplier shall maintain quality records relating to goods or services supplied to Genrep for a minimum of seven (7) years and shall make such records available to Genrep upon request. Where required by end-customer or regulatory requirements, the Supplier shall maintain records for longer periods as communicated by Genrep.

CHAPTER XVI — WARRANTY

Art. 13 SUPPLIER WARRANTY

The Supplier warrants that all goods and services supplied under a PO will: (a) conform to all applicable specifications and drawings; (b) be free from defects in material, workmanship and design; (c) be new and unused unless otherwise agreed; and (d) comply with all applicable laws, regulations and standards.

The warranty period shall be *twenty-four (24) months from the date of delivery to Genrep, unless: (i) the manufacturer's warranty period is longer, in which case the manufacturer's warranty period shall apply; or (ii) the parties agree in writing to an alternate warranty term prior to or at the time the PO is placed.*

Art. 14 WARRANTY REMEDIES

If a defect is identified within the warranty period, Genrep shall notify the Supplier in writing. The Supplier shall, at its own cost and within the timeframe specified by Genrep, repair, replace the defective goods, or credit at Genrep's sole discretion, and reimburse Genrep for all reasonable costs incurred as a result of the defect, including labour, disassembly, reassembly, shipping and any costs passed through from Genrep's customers.

CHAPTER XVII — INTELLECTUAL PROPERTY & CONFIDENTIALITY

Art. 15 OWNERSHIP OF WORK PRODUCT

Any designs, drawings, software, reports, data or other work product developed by the Supplier specifically for Genrep under a PO shall be the exclusive property of Genrep. The Supplier hereby assigns all intellectual property rights in such work product to Genrep and shall execute any documents necessary to give effect to such assignment.

Art. 16 GENREP'S INTELLECTUAL PROPERTY

All drawings, specifications, technical data and other information provided by Genrep to the Supplier remain Genrep's property and must be kept confidential. The Supplier shall not use such information for any purpose other than fulfilling the PO, and shall not disclose it to any third party without Genrep's prior written consent.

Art. 17 CONFIDENTIALITY

The Supplier shall treat all information received from Genrep, including PO terms, pricing, technical data and business information, as strictly confidential. This obligation survives the completion or termination of the PO for a period of five (5) years.

CHAPTER XVIII — LIABILITY, INDEMNITY & INSURANCE

Art. 18 SUPPLIER INDEMNITY

The Supplier shall indemnify, defend and hold harmless Genrep and its affiliates, officers, directors and employees from and against any claims, losses, damages, costs and expenses (including legal fees) arising from: (a) any breach of these Purchase Terms or a PO by the Supplier; (b) any defect in goods or services supplied by the Supplier; (c) any negligent or wrongful act or omission of the Supplier or its personnel; or (d) any infringement of third-party intellectual property rights by the Supplier's goods or services.

Art. 19 INSURANCE

The Supplier shall maintain, at its own expense, the following minimum insurance coverages throughout the term of any PO:

(a) Commercial general liability insurance with a minimum limit of $2,000,000 per occurrence and $5,000,000 general aggregate, including products and completed operations, cross liability, and tenant's legal liability;

(b) Automobile liability insurance with a minimum limit of $2,000,000 per occurrence for all owned, leased and non-owned vehicles;

(c) Contractors pollution liability insurance with a minimum limit of $2,000,000 per occurrence where the Supplier performs any field, installation or maintenance work;

(d) Professional liability insurance with a minimum limit of $2,000,000 per occurrence where professional services are provided;

(e) Excess or umbrella liability insurance with a minimum limit of $8,000,000 per occurrence where the Supplier performs on-site work on Genrep's premises or at a customer's site; and

(f) Workers' compensation or equivalent coverage as required by the applicable jurisdiction.

Genrep shall be named as an additional insured on all policies listed above except workers' compensation. The Supplier shall provide certificates of insurance to Genrep prior to commencing work and upon request thereafter. All policies shall include a provision requiring the insurer to give Genrep a minimum of thirty (30) days written notice prior to cancellation or material change.

Maintenance of the required insurance does not limit or reduce the Supplier's liability or indemnity obligations under these Purchase Terms. In the event that an insurer accepts a claim and pays out under any policy, such acceptance and payment shall not be construed as a cap on the Supplier's liability, and the Supplier remains fully responsible for any amounts exceeding insurance proceeds or not covered by insurance.

CHAPTER XIX — COMPLIANCE & ETHICS

Art. 20 REGULATORY COMPLIANCE

The Supplier shall comply with all applicable federal, provincial and municipal laws, regulations and standards in the performance of its obligations, including those relating to employment, health and safety, environmental protection, and import/export controls.

Art. 21 ETHICAL CONDUCT

The Supplier represents that it does not engage in, and will not engage in, any form of corruption, bribery, fraud, forced labour, child labour or human trafficking in connection with its business or the performance of a PO. Genrep reserves the right to terminate any PO immediately if the Supplier is found to be in breach of this Article.

Art. 22 AODA AND ACCESSIBILITY

Where the Supplier provides services at Genrep's premises or interacts with Genrep's staff or customers, the Supplier shall comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations, as applicable.

CHAPTER XX — TERMINATION

Art. 23 TERMINATION FOR CONVENIENCE

Genrep may terminate any PO in whole or in part at any time for convenience upon written notice to the Supplier. Upon such termination, Genrep's sole obligation is to pay for goods delivered and services performed up to the date of termination, provided they conform to the PO requirements. Genrep shall not be liable for anticipated profits or indirect costs.

Art. 24 TERMINATION FOR CAUSE

Genrep may terminate a PO immediately for cause if the Supplier: (a) fails to deliver on time and does not remedy the failure within five (5) days of notice; (b) delivers non-conforming goods and fails to replace them within Genrep's specified timeframe; (c) becomes insolvent or subject to bankruptcy proceedings; or (d) breaches any material provision of these Purchase Terms.

Upon termination for cause, Genrep may source substitute goods or services from a third party and recover from the Supplier any additional costs incurred in doing so.

CHAPTER XXI — GENERAL LEGAL PROVISIONS

Art. 25 ENTIRE AGREEMENT

The PO and these Purchase Terms constitute the entire agreement between Genrep and the Supplier with respect to the subject matter of the PO and supersede all prior negotiations, representations and agreements.

Art. 26 ASSIGNMENT

The Supplier may not assign, subcontract or transfer any PO or its obligations thereunder without Genrep's prior written consent. Any unauthorized assignment is void. Genrep may assign a PO to any affiliate without the Supplier's consent.

Art. 27 WAIVER AND SEVERABILITY

Failure by Genrep to enforce any provision of these Purchase Terms shall not constitute a waiver of that provision. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Art. 28 FORCE MAJEURE

Neither party shall be liable for delays caused by circumstances beyond its reasonable control, provided that the affected party gives prompt written notice and uses reasonable efforts to mitigate the impact. If a force majeure event continues for more than thirty (30) days, Genrep may terminate the affected PO without liability.

Art. 29 GOVERNING LAW AND JURISDICTION

These Purchase Terms are governed by the laws of the Province of Ontario. The parties consent to the exclusive jurisdiction of the Courts of Ontario (Brampton) for all disputes arising under these Purchase Terms or any PO, except that Genrep may seek injunctive or other equitable relief in any jurisdiction.

Art. 30 LANGUAGE

The parties have requested that these Purchase Terms and all related documents be drawn in English.

> Les parties ont demandé que les présentes conditions et tous les documents connexes soient rédigés en anglais.

Art. 31 HEALTH, SAFETY AND ENVIRONMENT

The Supplier shall comply with all applicable health, safety and environmental legislation, including the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act, and any equivalent provincial legislation, as well as any site-specific health and safety requirements communicated by Genrep or the end customer.

Where the Supplier performs work at Genrep's premises or at a customer's site on Genrep's behalf, the Supplier shall ensure that all personnel are properly trained, equipped and authorized to perform the work safely. The Supplier shall provide and maintain all required personal protective equipment for its personnel.

The Supplier shall report any workplace incident, injury, near-miss or unsafe condition to Genrep immediately and in writing, and shall cooperate fully with any investigation. The Supplier shall not disturb the scene of a serious incident without prior authorization from the relevant authority.

Genrep reserves the right to suspend or remove the Supplier or any of its personnel from a work site immediately if, in Genrep's reasonable opinion, a safety violation or unsafe condition exists. Such removal shall not entitle the Supplier to any additional compensation or extension of time.

The Supplier shall maintain current WSIB clearance certificates and provide copies to Genrep upon request.