

# PURCHASE ORDER – SUPPLIER TERMS AND CONDITIONS

These supplier terms and conditions (the “**Terms**”) apply to the sale of all products set forth in the purchase order to which these Terms are attached (the “**Order**”):

## 1. Definitions.

In addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

- (a) “**Contract**” means, collectively, these Terms, the Order and any schedules attached thereto;
- (b) “**Hartmann**” means collectively, Hartmann Canada Inc. and Hartmann US Inc.;
- (c) “**Parties**” means collectively, Hartmann and Supplier, and “**Party**” means any one of them;
- (d) “**Products**” means the products to be supplied by Supplier to Hartmann, as set out in the Order; and
- (e) “**Supplier**” means the supplier providing the Products, as identified in the Order.

## 2. Acceptance.

The Contract constitutes the full and complete agreement between the Parties in relation to the purchase by Hartmann of the Products from Supplier. Each Party agrees to be bound by and to comply with these Terms. Unless otherwise expressly agreed to by the Parties in the Order, no terms and conditions of any offer, letter, contract, purchase order, invoice or other document submitted or issued by Supplier in connection herewith shall amend, add to, vary or modify these Terms. No failure by Hartmann to object to any such terms or conditions shall be deemed to be a waiver of this provision.

## 3. Hartmann Instructions.

Hartmann may provide Supplier with materials, specifications, artwork, requirements and/or instructions for use in connection with Supplier's production of the Products (“**Hartmann Instructions**”).

The Parties agree that any such Hartmann Instructions have been pre-approved by Hartmann for use in connection with the Products and Supplier shall not be liable for any imperfections or errors, which may result from its use of or reliance on the Hartmann Instructions; provided it follows such Hartmann Instructions exactly, without variation

## 4. Prices and Payment.

Hartmann shall pay Supplier the prices for the Products set out in the Order, plus applicable taxes (“**Prices**”), within sixty (60) days following the receipt of an undisputed and property issued invoice. The Prices represent full and complete compensation for the provision of the Products. Notwithstanding the foregoing, Hartmann may withhold payment on account of:

- (a) defective Products (as determined pursuant to Section 7); and/or
- (b) any amounts owed by Supplier to Hartmann.

## 5. Delivery.

Supplier will deliver the Products on or before the delivery date set out in the Order (“**Delivery Date**”). Unless otherwise expressly agreed by the Parties in writing, all Products will be delivered DDP (Incoterms 2020) to the location identified by Hartmann in the Order (“**Delivery**

**Location**”). Supplier shall be responsible for the loading of all trucks/containers for transport and shall pack all Products in a manner adequate to protect them from loss or damage in transit and in accordance with the Contract. Risk of loss and title to the Products shall transfer from Supplier to Hartmann when the Products arrive at the Delivery Location.

## 6. Storage of Products.

Supplier may, upon written request from Hartmann, store the Products at a Supplier facility (as identified by Supplier) for such period as may be agreed by the Parties in writing (“**Storage Services**”). In connection with the Storage Services, Supplier shall maintain property insurance on the Products, in such amounts as are reasonable and standard for the industry, as determined by Supplier in its sole discretion.

## 7. Inspection and Acceptance.

Hartmann shall be provided with the opportunity to inspect Products upon delivery at its premises. Hartmann may reject and refuse acceptance of any Products inspected if such Products are deemed by it to be defective or are not otherwise in accordance with the terms of the Contract (each, a “**Non-Conforming Product**”). Supplier will take back any Non-Conforming Products and, at Hartmann's option, either:

- (a) promptly correct any defects in such Product;
- (b) destroy such Non-Conforming Product and replace it with a conforming Product; or
- (c) pay Hartmann the difference between the purchase price of

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any substitute product procured by Hartmann and the Price of the applicable Non-Conforming Product (plus any additional costs Hartmann may incur in connection therewith).

### 8. Returns.

Products, other than Non-Conforming Products, may only be returned with Supplier's prior written consent, which shall not be unreasonably withheld. Any such return must be accompanied by any documentation reasonably required by Supplier. Notwithstanding the foregoing, returns for Product complaints related to faults in function, which may only be evident when the Product is put into use, will be accepted by Supplier if:

- (a) such return is requested within the 180-day period from the Delivery Date; and
- (b) the Product has been stored under the recommended warehouse conditions, as identified by Supplier (if any).

### 9. Cancellation.

Orders may only be cancelled on the Parties' written consent.

### 10. Representations and Warranties.

Supplier represents, warrants and covenants to Hartmann that:

- (a) it shall convey good title to the Products to Hartmann, free and clear of all encumbrances;
- (b) the Products will be fit for the intended purpose and free of defects in material and workmanship; and
- (c) the Products do not, and Hartmann's and its directors, officers, employees, agents, contractors and representatives (collectively, "**Representatives**") use of the

Products does not, infringe upon any intellectual property rights of a third party.

### 11. Confidentiality.

Neither Hartmann nor Supplier shall, at any time, disclose to any unauthorized person or entity any non-public information of the other Party that it has acquired through the Contract, including, but not limited to, information concerning the business or technology of the other Party, such as its customer lists, price data, purchasing volumes, relations with its employees, manner of operation, or inventions, designs, plans or processes.

### 12. Indemnification.

Supplier will indemnify, defend and hold harmless Hartmann, its affiliates and their respective Representatives from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses (including reasonable legal fees) of whatever kind or nature, including, without limitation, personal injury, bodily harm, death, and property damage (collectively, "Claims"), that may result from or arise in connection with:

- (a) Supplier's breach of these Terms, or any representation, warranty or covenant provided hereunder;
- (b) Hartmann's reliance on and/or adherence to Supplier's instructions regarding Hartmann's or its Representatives' or customers' use of the Products;
- (d) any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of any third party relating to the Products; and
- (e) Supplier's or its Representatives' fraud, negligence or wilful misconduct.

### 13. Limitation of Liability.

In no event will Hartmann be liable for any indirect, special, incidental, punitive, exemplary or consequential damages, including for any death, injury, loss or damage to person or property, as well as any loss or anticipated loss of profits, loss of data, loss of use, or interruption of business, arising from or relating to the Contract. These limitations will apply regardless of the Claim, and regardless of whether Hartmann had been advised of the possibility of such damages. If circumstances arise where Supplier is entitled to recover damages relating to the Contract, the aggregate liability of Hartmann, if any, will in no event exceed price paid by Hartmann to Supplier for the applicable Product, as set out in the Order.

### 14. Relationship between the Parties.

Hartmann and Supplier are independent contractors. Nothing herein shall be construed so as to constitute Hartmann and Supplier as principal and agent, employer and employee, partners or joint venturers, and neither Party shall have any authority to obligate or bind the other Party, except as specifically provided herein.

### 15. Governing Law.

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not be applicable to the Contract.

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### **16. Severability.**

If any provision of the Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall, to the extent reasonably possible, continue in force and effect.

### **17. Waiver.**

No waiver of any provision of the Contract shall bind a Party unless consented to in writing by that Party. No waiver of any provision of the Contract shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.

February 2024