

General Terms & Conditions

1. **ACCEPTANCE – ENTIRE AGREEMENT** – Commencement of performance of this purchase order shall constitute acceptance hereof by Seller. Acceptance of this purchase order shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions hereof. Momentum Materials Solutions Corp. (herein after “MMS”) shall not be bound by any provisions additional to or at variance with the terms hereof that may appear in Seller’s quotation, acknowledgement, confirmation, invoice or in any other communication from Seller to MMS, which terms are expressly rejected, unless such provision is expressly agreed to in writing signed by an authorized representative of MMS. MMS’ acceptance of, or agreement for, material shipped shall constitute acceptance of such material subject to the provisions hereof only, and shall not constitute acceptance of any counter proposal submitted by Seller not otherwise accepted in writing signed by an authorized representative of MMS. THESE TERMS SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY SELLER OR CONTAINED ON ANY DOCUMENT OR INSTRUMENT SUBMITTED BY SELLER (OTHER THAN A SUPPLY AGREEMENT RELATED TO THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER IS IN EFFECT BETWEEN MMS AND SELLER). Upon acceptance this purchase order shall constitute the entire agreement between MMS and Seller, supersedes all prior negotiations, discussions and dealings (other than a supply agreement in effect between MMS and Supplier related to the goods or services covered by this purchase order) and may not be modified or rescinded except by a writing signed by both Seller and MMS.
2. **PRICES** –All prices are firm unless otherwise agreed in writing by the parties. Seller’s invoice must reference this order number. Seller shall advise MMS in writing thirty days in advance of any proposed price change and state the reason for said change. Notwithstanding the foregoing, Seller hereby represents and warrants that prices charged for goods or services provided hereunder are not in excess of prices charged other customers of Seller for orders of similar quantities or volumes of similar goods or services on comparable terms. If Seller’s prices for goods or services are reduced prior to payment by MMS for such goods or services under this purchase order, the prices under this purchase order will be reduced correspondingly.
3. **INVOICES** – After delivery of goods or performance of services, Seller shall promptly render to MMS correct and complete invoices, which shall specify at least the following information: purchase order number, item number, description of goods, size(s), quantities, unit prices, extended totals and applicable taxes. Upon identifying any reconciliation or discrepancy, Seller shall promptly notify MMS and any such reconciliation or discrepancy shall be resolved within the following 12 months of the date of the original invoice.
4. **PAYMENTS** –Payment shall be made after receipt of the goods or services by MMS and net sixty (60) days from date of a complete invoice. Payment shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects and other failures of Seller to strictly meet the requirements of this purchase order. In the event that MMS prepays for any goods, title to those goods will simultaneously and automatically pass to MMS although the risk therein shall only be transferred to MMS upon their delivery by Seller to MMS’ carrier.
5. **EXTRA CHARGES** –No charges of any kind, including, without limitation charges for boxing, packing, loading, bracing, cartage or extra insurance, will be allowed unless specifically agreed to by an authorized representative of MMS in writing.
6. **PACKAGING AND TRANSPORTATION** – The order number must appear on all packing slips and invoices and, except in the case of ingredients, on all packages, crates, or other containers, together with the destination party and address specified by MMS. All packing and packaging shall

be in accordance with MMS' instructions on the face hereof or in separate notification. In the absence of specific instructions, all packing and packaging shall comply with good commercial practice, applicable carrier's tariffs, and all applicable provincial, federal, and local law, and shall consist of suitable containers for optimum protection of the goods. Unless otherwise specified, all deliveries by Seller hereunder shall be EXW shipping point. No insurance charges will be allowed unless authorized in advance and in writing by MMS. Delivery shall be made by the carrier and route specified by MMS. In the absence of instructions, shipments shall be routed via the most economical mode of commercially reasonable transportation available. MMS will bill back all freight charges resulting from noncompliance with stated shipping instructions.

7. INSPECTION – All goods purchased hereunder shall be subject to inspection and test by MMS at all times and places prior to acceptance. If inspection or test is made on Seller's premises, Seller shall provide all reasonable facilities and assistance for the safety and convenience of MMS' inspectors without charge. Inspection may be performed on a statistical sampling basis. An entire lot or shipment may be rejected based on defects revealed by such sampling. At MMS' option, the rejected lot or shipment will either be returned to Seller for replacement or credit or further screened by MMS with cost of screening paid by Seller. No inspection or testing by MMS shall relieve Seller from responsibility for defects or other failure to meet the requirements of this purchase order. Records of all inspection work shall be kept complete by Seller and available to MMS during the performance of this purchase order and for five (5) years thereafter.
8. DELIVERY SCHEDULE – Seller shall promptly advise MMS of any delay or anticipated delay in delivery and shall pay MMS for any losses sustained or costs incurred by MMS resulting from late delivery. MMS may cancel this order if Seller fails to deliver the goods or perform services when due. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount stated on the face of this purchase order, or in advance of the time necessary to meet MMS' delivery schedule. It is Seller's responsibility to comply with such schedule, but not to anticipate MMS' requirements. Goods shipped to MMS in advance of the time called for in such schedule or in excess of the specified quantity may, at MMS' option, be returned to Seller at Seller's expense.
9. DELAYS IN DELIVERY – Time is of the essence for this purchase order. If Seller for any reason does not comply with MMS' delivery schedule, MMS in addition to remedies provided by law, at its option, may either approve a revised delivery schedule or may terminate this purchase order and hold Seller accountable for all losses and damages arising there from.
10. WARRANTY – Seller warrants to MMS and its customers that all goods, materials and services covered by this purchase order will: (a) be of good quality, material and workmanship; (b) be free from defects in material and workmanship and design; (c) conform to the specifications, drawings, samples or other description(s) furnished or adopted by MMS; and (d) be free of any liens, claims or encumbrances of any kind when delivered to MMS. Seller further represents and warrants that all weight, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the goods are true and correct and comply with all laws, rules, regulations, ordinances, codes and/or standards relating to such goods. This warranty shall survive inspection, acceptance and payment. Goods furnished to MMS' patterns, specifications, drawings, or fabricated with its tools shall not be furnished or quoted to any other person or concern.
11. REJECTIONS – If any of the goods are found by MMS within a reasonable time after delivery to MMS' destination to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, MMS, in addition to any other rights which it may have under warranty or otherwise, shall, at its option, have the right to: (a) require Seller to correct at no cost to MMS any defective or nonconforming goods or services by repair or replacement; (b) reject

the defective or non-conforming goods, return such defective or nonconforming goods at Seller's expense to Seller and recover damages from Seller; (c) correct the defective or nonconforming goods or services itself and/or by contract and charge Seller with the cost of such correction; and/or (d) conditionally accept such goods with an equitable reduction in price. MMS reserves the right to return such conditionally accepted goods for credit, within a reasonable period of time after receipt, if MMS later determines that such goods are unsuitable for its purpose. Any goods which have been rejected or required to be corrected will be replaced or corrected by and at the expense of Seller promptly after notice.

12. **MMS' PROPERTY** – Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by MMS or specifically paid for by MMS or amortized in the unit price of items purchased by MMS, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the sole property of MMS. Such property (a) shall be clearly marked “Property of Momentum Materials Solutions Corp.”; (b) shall not be used except in filling MMS' orders; (c) shall be held at Seller's risk; and (d) shall be delivered without cost to MMS promptly at its written request. Seller shall supply MMS with an inventory of such property quarterly. Any specifications, drawings, sketches, models, samples, tools, technical information or data, written, oral or otherwise (all hereinafter designated “information”) furnished to Seller hereunder or in contemplation hereof shall remain MMS' property. All copies of such information in written, graphic or other tangible form shall be immediately returned to MMS without cost upon its request. Any information provided to Seller by MMS in connection with this purchase order, including without limitation the existence and terms of hereof as well as MMS' chemistries, materials, precursors, compounds, formulae, processes, methods, and specifications; product or strategic plans; forecasts; technical, marketing, financial or contracts information; pricing; patent applications, inventions (whether patentable or not), know-how and trade secrets and works of authorship; and customer and vendor information that may be visible, audible, discoverable or apparent during Seller's relationship with MMS, shall be kept confidential by Seller, and shall be used only in the filling of MMS orders, or in performing hereunder. Any such information shall not be disclosed to any party other than Seller (and only to those of Seller's employees on a need-to-know basis) or Seller's subcontractors on a strict need-to-know basis, and who have entered into confidentiality agreements with Supplier, with terms at least as restrictive as those found herein. No information furnished by Seller to MMS or in contemplation hereof shall be considered by Seller to be confidential or proprietary except as specifically agreed to in writing by an authorized representative of MMS. Where a separate, written confidentiality agreement exists between MMS and Seller, the terms of such confidentiality agreement shall control the exchange of any applicable confidential information.
13. **NON-ASSIGNMENT, SUBCONTRACTING AND PUBLICITY** – Assignment of this purchase order or any interest herein or any payment due or to become due hereunder, without the written consent of an authorized representative of MMS, shall be void and of no effect and may, at the option of MMS, render this purchase order void. Seller shall not subcontract or delegate performance of all or any part of the work called for under this purchase order without the prior written consent of an authorized representative of MMS. Any publicity regarding this purchase order (e.g., pictures, descriptions, notice of award, press releases or samples) by Seller is prohibited except with MMS' express prior written consent in each case.
14. **SET-OFF** – MMS shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliates to MMS or any of its affiliated companies.
15. **COMPLIANCE WITH LAWS** – Seller warrants that goods manufactured or services performed pursuant to this purchase order are performed or manufactured and shipped in compliance with all

applicable federal, provincial and local laws, rules and regulations, including but not limited to the Canadian Environmental Protection Act, the Occupational Safety and Health Act, the Clean Air Act, the Canada Water Act, and Transportation of Dangerous Goods Act. Without limiting the generality of the foregoing, if O.S.H.A. standard 29 CFR 1910: 1200 (Hazard Communications Standard) applies to goods listed in this purchase order, Seller shall supply a new or updated material safety data sheet (“M.S.D.S”) under the following conditions: (i) if the shipment is the initial shipment of the product to MMS; (ii) the goods have changed since the last shipment; and/or (iii) the M.S.D.S. on file at MMS is over a year old. All goods must be labeled as required by the above general standard. Seller will comply with Canada export control regulations and assist MMS in the process to determine classification of goods. The contract number of the prime contract or subcontract is listed on the face of this purchase order.

16. SUPPLY CHAIN PROCEDURES – Seller shall promptly comply with all requests by MMS for information relating to the material content of Seller’s goods and packaging and, when requested by MMS, shall certify as to the compliance of the goods and packaging with environmental, health, and safety laws or regulations by which MMS may be bound.
17. INSIGNIA – Material rejected or not purchased by MMS which utilizes or carries any MMS names, trade names, trademarks, insignia, symbols, decorative designs or evidences of MMS’ inspection (all hereinafter designated “insignia”) shall have all such insignia removed prior to any sale, use or disposition thereof to a third party. Seller agrees to indemnify and hold MMS harmless from any claim, loss or damage arising out of Seller's failure so to do. This clause shall in no way modify provisions hereof relating to the use of information.
18. WORK ON MMS’ OR ITS CUSTOMER’S PREMISES – If Seller’s performance under this purchase order involves operations by Seller on the premises of MMS or one of its customers, Seller shall comply with applicable provisions of federal, provincial, and local laws and regulations and all rules and procedures specified by MMS or the owner of such premises, and shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such performance. Except to the extent that any such injury is due solely and directly to MMS’ or its customer’s negligence, as the case may be, Seller shall indemnify MMS and its customers against all loss which may result from any act or omission of Seller, its agents, employees, or subcontractors. Seller shall maintain such Public Liability, Property Damage and Employee’s Liability and Compensation insurance as will protect MMS and its customers from such risks and from any claims under any applicable the Government Employees Compensation Act.
19. TERMINATION – If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, then in any such event MMS may terminate this purchase order without liability except for conforming deliveries previously made or for conforming goods covered by this purchase order then completed and subsequently delivered promptly in accordance with the terms of this purchase order.
20. NONWAIVER – The failure by MMS to enforce at any time or for any period of time any of the provisions hereof shall not be a waiver of such provisions nor of the right of MMS thereafter to enforce each and every such provision.
21. CHANGE; CANCELLATION – MMS may cancel all or part of this purchase order at any time upon written notice and shall thereafter pay only for goods and services accepted to the date of cancellation and reasonable charges for custom work in progress up to the date of receipt of notice of cancellation. MMS reserves the right to cancel all or any part of this order without liability to Seller, if Seller (a) repudiates or breaches any of the terms of this order, including Seller’s

warranties; (b) fails to perform services or deliver goods as specified by MMS; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods. MMS may, at any time prior to the shipment of goods hereunder, increase or decrease the order quantities, or make changes within the general scope of this purchase order. If any change made by MMS to this purchase order causes an increase or decrease in the cost of or time required for performance hereof, an equitable adjustment mutually agreed to by the parties shall be made in the purchase order price or delivery schedule, or both, and this purchase order shall be modified in writing accordingly. No claim by Seller for adjustment hereunder shall be valid unless asserted within twenty (20) days from the date of receipt by Seller of the notification of change. Failure of Seller to assert a claim within such twenty (20) day period, as provided above, shall constitute an unconditional and absolute waiver by Seller of any right to make a claim for adjustment. Nothing in this clause shall excuse Seller from proceeding with this purchase order as changed or amended. MMS reserves the right to verify claims hereunder, and Seller shall make available to MMS upon its request all relevant books, records, inventories and facilities for inspection and audit by MMS and/or its designee. In the event Seller fails to reasonably afford MMS its right of inspection and audit, Seller shall be deemed to have irrevocably waived any claim asserted under this Section 21.

22. NEW DEVELOPMENTS – Seller acknowledges and agrees that all works of authorship, inventions, improvements, developments and discoveries that are based upon or incorporate proprietary or confidential MMS information and that are conceived, made and/or reduced to practice by Seller, solely or jointly, in the course of (i) performance of services or the development of deliverables for MMS hereunder or (ii) the production of goods to designs and specifications furnished by MMS to Seller hereunder, as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein and thereto (collectively, “Developments”), are and shall be the sole property of MMS. Seller agrees to assign (or cause to be assigned) and hereby assigns all Developments to MMS. Seller shall assist MMS or MMS’ designee, at MMS’ expense, in all necessary or desirable actions to secure MMS’ rights in the Developments, including the disclosure to MMS of all relevant information and data with respect thereto and the execution and delivery of all applications, specifications, oaths, assignments and all other instruments which MMS may deem necessary or desirable. MMS acknowledges and agrees that Seller shall retain sole and exclusive ownership of any invention, improvement, development, concept, discovery, or other proprietary information owned by Seller or in which Seller has an interest arising before the date of this purchase order or is developed outside the scope of this purchase order as shown by clear and convincing evidence (“Seller IP”). Notwithstanding the foregoing, Seller agrees that if Seller incorporates any Seller IP into any Development, MMS is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, under any such Seller IP to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development. Seller represents and warrants that it will not incorporate any third party intellectual property into any Development or deliverable provided hereunder without notifying and obtaining the prior written approval of MMS. Seller hereby waives any and all moral rights, including to the right of identification of authorship or limitation on subsequent modification, that Seller (or its employees) has or may have in any Developments. Seller represents and warrants that (1) all of its employees or contractors who perform work for it hereunder will have entered into written agreements that allow Seller to comply with these Terms; (2) it will not incorporate anything into deliverables to be provided to MMS which contain intellectual property not assignable or licensable to MMS as provided in this section; and (3) it has

no outstanding agreements or obligations that are in conflict with any of the provisions of this section or that would adversely affect Seller's performance hereunder or MMS' exclusive right to Developments. Seller shall not enter into any such conflicting agreement during the term of this purchase order. Subject to the other terms and conditions of these Terms, the purchase price is full consideration for any design work performed by Seller in connection with these Terms and incorporated in the goods to be delivered hereunder.

23. INFRINGEMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, ETC. – The following terms apply to any infringement, or claim of infringement, of any patent, trademark, copyright or other intellectual property interest, based on the manufacture, normal use or sale of any material or equipment furnished to MMS hereunder or in contemplation hereof. Seller shall indemnify MMS and its customers for any loss, damage, expense or liability that may result by reason of any such infringement or claim (including without limitation attorney's fees and expenses), except where such infringement or claim arises solely from Seller's adherence to MMS' written instructions or directions which relate to material or equipment, other than (1) commercial material or equipment which is available on the open market or is the same as such material or equipment, and (2) items of Seller's origin, design or selection, and MMS shall indemnify Seller if an infringement claim arises solely from Seller's adherence to MMS' written instructions or directions which relate to the material or equipment. Each party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible hereunder. Each party shall notify the other promptly of any claim of infringement or which the other is or may be responsible hereunder, and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.
24. INDEMNITY BY SELLER – Seller shall defend, indemnify and hold harmless MMS, its directors, officers, employees, subcontractors, agents and MMS' customers and their respective successors and assigns from and against any and all third party claims, causes of action, damages, suits, losses, liabilities and associated costs, expenses and fees (including attorneys' fees), incurred by any of them and arising out of or relating to (a) any breach by Seller of any of its representations and warranties under these Terms, and (b) any defective good or service provided by Seller hereunder and any act or omission of Seller and its agents.
25. LIMITATION OF LIABILITY AND ACTION – IN NO EVENT SHALL MMS BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, CONTINGENT OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER MMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIMS ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER MUST BE BROUGHT BY SELLER WITHIN ONE (1) YEAR FROM THE DATE OF ISSUANCE OF THIS PURCHASE ORDER. SELLER'S FAILURE TO BRING ANY SUCH ACTION CONSTITUTES AN IRREVOCABLE WAIVER OF ANY AND ALL SUCH CLAIMS.
26. DRAWINGS – MMS' review and approval of drawings submitted by Seller will be for and will cover only general conformity to the Specifications. Such approval will not constitute approval of any dimensions, quantities or details of the material shown by such drawings, and shall not relieve Seller of its responsibilities for meeting all Specifications of this purchase order. MMS retains rights of final approval for all finished products. In the event that Seller elects to make any change in the process, materials or product, Seller shall so advise MMS in writing and specify the changes or modifications to be made prior to the time such changes or modifications are implemented. Any such changes or modifications must be consented to by MMS prior to implementation. Any and all losses incurred by MMS or Seller as a result of unapproved changes by Seller in the process, materials or product shall be the sole responsibility of Seller.

27. **GOVERNING LAW** – The contract resulting from acceptance of this purchase order, as well as any claims with respect thereto, shall be governed, construed and enforced solely under the laws of Alberta, Canada without reference to its conflict of laws provisions.
28. **RIGHTS AND REMEDIES** – MMS’ exercise of any right or remedy shall not prevent or limit its enforcement of any other right or remedy, whether available herein or pursuant to applicable law, including without limitation, MMS’ right to recover indirect, incidental, consequential and/or special damages.
29. **NON-DISCRIMINATION IN EMPLOYMENT** – Seller, in performing the work required by this purchase order, shall not discriminate against any person in the employment process because of race, creed, color, sex, age, religion, national origin and veteran or handicapped status. The employment process includes but is not limited to employment advertising, job posting, interviews, testing, recruiting, pay, promotion, transfer, demotion, hiring, educational opportunities, lay-off and recall. Seller agrees to make every good faith effort to make equal employment an opportunity to all individuals, and to comply with all laws and Executive Orders relating thereto.