

PURCHASE ORDER TERMS AND CONDITIONS, MATTR AND ITS AFFILIATED COMPANIES

1. **Definitions:** “Buyer” and “Seller” are identified and defined as set forth within this Purchase Order, each a “Party” and collectively the “Parties”. Seller agrees to sell, and Buyer agrees to buy, the goods and services described in and furnished under this Purchase Order (the “Goods” and “Services”), for the price and on the terms of payment shown herein. All sales and services are provided pursuant to these Purchase Order Terms and Conditions unless there is an active master agreement between the Parties that covers the products or services being provided by Seller in which case the master agreement terms shall apply. These terms and conditions, together with the order form, and the exhibits and documents expressly referenced (collectively, this “Purchase Order”), become effective when executed by both Buyer and Seller, or when Seller commences performance of the Purchase Order as issued, and shall constitute the sole and complete agreement between the Parties concerning the Goods and Services. Buyer expressly objects to and rejects any additional or different terms in any document previously or hereafter received from Seller. No addition to, modification, or waiver of, any provision hereof shall be binding against Buyer unless set forth in writing and signed by an authorized representative of Buyer. Buyer has no obligation to make any payment to Seller before execution of this Purchase Order. “Claims” means legal Claims, including attorney’s fees, on a solicitor and client basis, and costs of disputes or litigation arising out of or in connection with this Purchase Order.

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GOODS

2. **Warranty:** Seller represents and warrants to Buyer that: (a) Seller shall deliver Goods to Buyer with exclusive and marketable title, and Goods shall be free of all liens; (b) the Goods are new and of merchantable quality, free from defects in design, materials and workmanship and shall match their description, specifications, drawings, and any representations Seller provides to Buyer, including those specified in this Purchase Order; (c) the Goods shall be fit for their stated purpose; (d) where the Purchase Order is based on samples, patterns or specifications provided and agreed to by either Party, the Goods shall conform to such samples, patterns and specifications (e) Seller shall immediately notify Buyer of any changes in source of supply, manufacturing specifications or health and safety information in respect of the Goods, and; (f) no law, rule, regulation or order (including relevant foreign law, rule, regulation or order) shall be violated in the manufacturing, sale or delivery of the Goods. For a period of twenty-four (24) months after Buyer’s acceptance, should the Goods fail to comply with any of the requirements stated herein, Buyer may reject the Goods and, at Buyer’s discretion, require Seller to promptly repair, replace, or refund all Goods that do not comply fully with this warranty, at Seller’s sole expense. Seller is liable for all costs, losses, damage, or liability arising from the supply of defective Goods.

3. **Acceptance:** Unless this Purchase Order expressly provides otherwise, Seller bears all risk of damage or loss with respect to the Goods until Buyer receives Goods at delivery point and accepts the Goods. Buyer has the right to inspect the Goods before acceptance. If a defect or nonconformity is discovered during an inspection or a reasonable period after the initial inspection, Buyer is entitled to reject the Goods or revoke its acceptance of the Goods. Seller shall promptly remove unaccepted and rejected Goods at its own cost. If Seller fails to deliver conforming Goods on or before the delivery date specified in this Purchase Order, Buyer has the right, at Buyer’s sole discretion, to immediately terminate all or a portion of the Purchase Order and obtain a prompt refund from Seller of all payments Buyer has made with respect to the terminated portion of the Purchase Order. Seller shall compensate Buyer for all costs, direct or indirect, that Buyer has incurred due to rejecting the Goods or revoking its acceptance of the Goods.

4. **Tools, Dies, Patterns, and Equipment:** Unless otherwise agreed to in writing, all tools, dies, patterns, jigs, fixtures, and equipment or materials of every description furnished by the Seller, or to the Seller by the Buyer, and specifically paid for by the Buyer, and any replacement of any materials affixed or attached thereto shall be and remain the property of the Buyer, Seller shall not sell or otherwise dispose of such tools, dies, patterns and equipment without the written consent of the Buyer.

5. **Inspection:** Buyer shall have the right to place one or more inspectors at Seller’s facilities at any time to inspect the manufacturing, assembly, testing and completion of the Goods. Inspection or approval at Seller’s facilities does not preclude rejection or any other relief for any defects subsequently discovered. At Buyer’s request, Seller shall promptly provide any records, data sheets, and quality assurance documents relating to the Goods.

6. **Intellectual Property:** SELLER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER AND ANY SUBSEQUENT TRANSFEREE FROM ALL CLAIMS, LOSSES, DAMAGES, AND COSTS (INCLUDING ALL LEGAL COSTS AND ALL ATTORNEY FEES ON A SOLICITOR AND CLIENT BASIS) OF EVERY KIND FOR, OR ARISING OUT OF, ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. BUYER IS ENTITLED, AT SELLER’S EXPENSE, TO REQUIRE SELLER TO OBTAIN THE RIGHT TO UNRESTRICTED USE OF THE GOODS, OR TO REPLACE THE GOODS, IN A MANNER ACCEPTABLE TO BUYER.

7. **Packing and Shipping:** No charge shall be allowed for labelling, packing, boxing, or cartage unless otherwise agreed to by Buyer in writing. Prior to packing the Goods, Seller shall take all precautionary measures to protect the Goods from weather, corrosion, and damages during loading, unloading or transportation. Packing materials should consist of recyclable or reusable materials if possible. Seller shall ensure that the Goods are properly packed, secured and labelled in accordance with all applicable laws, regulations, including but not limited to USA Bureau of Industry and Security, Export Administration Regulations, international and national import or export requirements, and any accepted industry practices, or as otherwise designated in the Purchase Order. Any Goods not adequately or properly packed for the type and kind of carriage employed by the Seller shall be at the Seller’s sole risk. Each package or packing unit shall contain a packing list bearing Seller or shipper’s name, Buyer’s Purchase Order number, description, part number, quantity and unit of measure. Buyer shall have the right to change Seller’s preferred route and mode of transport.

8. **Hazardous Substances and Materials:** Seller shall ensure that the Goods fully comply with all relevant statutory requirements, including health, safety and environmental legislation, and that proper documentation, such as Material Safety Data Sheet (MSDS) and Technical Data Sheet, accompanies each consignment identifying any toxic, corrosive or otherwise hazardous materials, together with the appropriate care and handling instructions. Seller shall ensure that the Goods do not contain any harmful substances or compounds such as but not limited to; per- and polyfluoroalkyl substances (PFAS), mercury, mercury compounds, or lead. Seller shall further ensure that it abides by the REACH Regulation (1907/2006/EC, as amended) when sourced for Europe. Upon request, Seller shall furnish Buyer with information regarding the ingredients or composition of the Goods.

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SERVICES

9. **Warranty:** Seller represents and warrants to Buyer that: (a) Seller shall perform the Services in a professional and workmanlike manner in full compliance with all final descriptions, specifications, drawings and representations Seller provides to Buyer, including those specified in this Purchase Order; (b) Seller shall only employ trained, competent and experienced personnel to perform the Services. Seller shall submit evidence of all applicable training undertaken by its personnel upon Buyer’s request. Seller shall further take all necessary steps to ensure that all risks pertaining to all site Services are as low as reasonably practicable; (c) Seller shall perform and complete the Services within the hours of work and schedule established in this Purchase Order. Any additional costs claimed by Seller as a result of an increase in working hours are not acceptable and payable unless pre-approved by Buyer in writing; (d) Seller is responsible, at its own cost, to remove all waste originating from materials brought on site by Seller. Seller shall leave the work site in a safe and tidy condition at all times; and (e) no law, rule, regulation or order shall be violated in the performance of Services. Except as otherwise provided in the Purchase Order, for a period of twenty-four (24) months after the final completion of Services, Seller shall, at Buyer’s sole discretion, re-perform, correct, or refund all non-conforming Services, or otherwise do not comply fully with this warranty, collectively referred herein as “defective”, at Seller’s sole expense. Seller is liable for all costs, loss, damage, or liability arising from the performance of defective Services. For the avoidance of doubt, all costs incurred by Seller to comply with the above obligations are borne by Seller.

10. **Safety, Environment and Security:** All Services performed by Seller or any other person or entity engaged by Seller on Buyer’s premises, and the design of all equipment and systems brought onto Buyer’s premises, shall at a minimum, comply and abide fully with all relevant occupational safety and health standards, regulations and legislation, and Buyer’s health and safety policies and procedures. Where Services are performed in the European Union, Seller shall develop and submit to Buyer a Risk Assessment and Method Statement (“RAMS”) specific to its provision of Services under Legislative Decree no. 81/2008 on health and safety protection of employees at the workplace. Seller shall not leave equipment, tools, and materials on site without Buyer’s written consent. **SELLER IS LIABLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS BUYER FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS, AND LIABILITIES ASSOCIATED WITH, RELATED TO OR ARISING OUT OF POLLUTION.** In the event that Seller fails to comply with its obligations hereunder, Buyer has the right to terminate this Purchase Order immediately and Seller shall be liable for any costs or Claims arising therefrom.

TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASES

11. **Insurance:** Seller shall obtain, and provide to Buyer insurance certificates as evidence of the following coverages: (a) workers’ compensation insurance to the minimum value required by applicable legislation and where a limit of Employers Liability can be purchased or stated it should be in an amount not less than USD \$5,000,000 per occurrence or the legal minimum, whichever is the greater; (b) comprehensive automobile liability insurance, including but not limited to coverage

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for owned, hired and non-owned automobiles in an amount not less than USD \$1,000,000; (c) insurance for the full replacement value of the Goods damaged, lost or stolen until such time as Buyer takes custody thereof, (d) Comprehensive General Liability Insurance for any incident or series of incidents covering the operations of Seller in the performance of the Purchase Order, in an amount of not less than USD \$5,000,000 per occurrence; and (e) if applicable by the scope of work of this Purchase Order, Professional Liability insurance having a combined single limit of at least USD \$2,000,000 per occurrence. The insurance policies shall be primary and non-contributory for all purposes and shall contain standard cross liability provisions. All insurance policies, other than workers compensation and employer's liability policies, shall be endorsed to add Buyer as an additional insured. Waiver of subrogation shall be made in favour of Buyer on all policies. The foregoing insurance requirements shall not relieve Seller from its responsibility to take out any other insurance it may deem necessary, or limit in any way Seller's liabilities or obligations under the Purchase Order.

12. Charges and Audit: Buyer shall not be billed at a price higher than stated in this Purchase Order. Seller represents the price charged for the Goods or Services covered by this Purchase Order do not exceed the lowest price charged by Seller to buyers of a similar class for similar goods under similar conditions. Unless this Purchase Order expressly provides otherwise, the prices specified in this Purchase Order are in Canadian dollars and are the total prices of the Goods and Services to Buyer, inclusive of all applicable taxes of any kind in effect on the date of this Purchase Order. Buyer shall not be responsible for any other charges, fees, taxes, or expenses. Seller shall maintain complete and accurate books, records and accounts of all materials, services and costs relating to this Purchase Order in accordance with generally accepted accounting principles, and for at least five (5) years after Seller receives the final payment under this Purchase Order. Buyer shall have the right to audit and copy those records at any time during this period.

13. Payment: Invoices shall be issued to Buyer no earlier than the date upon which the Goods and/or Services have been fully completed and accepted by Buyer. All invoices shall refer to this Purchase Order, contain its reference number and clearly identify any taxes billed. In consideration of the Goods and/or Services provided hereunder, payment is made to Seller ninety (90) days after the date of receipt of Seller's correct invoice, provided all supporting documentation required by Buyer is included and in good order. Payment does not constitute acceptance. Buyer may set-off and deduct any amounts owed by Seller to Buyer or which are disputed in good faith. Seller's issuance of its last invoice for the balance of the total amount of the Purchase Order is construed as acknowledgement that payment of the invoice is deemed to have been fully settled and that Seller finally waives and releases Buyer from any and all liability without the need for any further express provisions.

14. Delay: Time is of the essence and any delay in delivery of Goods or completion of Services in respect to the date(s) and time(s) specified in the Purchase Order is considered a material breach of Seller's obligations, and Buyer reserves the right without liability and in addition to its other rights and remedies to take any or all of the following actions: (a) direct expedited delivery of the Goods or accelerated performance of the Services; (b) purchase substitute Goods and charge Seller with any loss or additional cost Buyer incurs; or (c) terminate all or a portion of the Purchase Order. Seller shall be liable for any costs, loss, damage or liability incurred by Buyer, including liquidated damages if indicated on the Purchase Order, arising out of Seller's failure to complete the Services and/or deliver the Goods within the date(s) and time(s) specified in the Purchase Order. It is agreed that the payment of such liquidated damages shall be considered by the Parties a genuine pre-estimate of the loss the Buyer may incur due to the delay and is not a penalty. Unless otherwise agreed in writing, Goods shall be delivered in accordance with INCOTERMS 2020 DDP to the location designated in the Purchase Order.

15. Changes: Buyer reserves the right to make changes in any one or more of the following: (a) specifications, drawing, and data incorporated into this Purchase Order where the Goods to be furnished are to be specially manufactured for Buyer; (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 time required for the performance, an equitable adjustment will be made in the price or delivery schedule or both. Any claim by Seller for adjustment under this Article will be deemed waived unless made in writing within five (5) days from the date of Buyer's change notice. Price increases or extensions of time for delivery will not be binding on Buyer unless evidenced by a Purchase Order Change Order issued and signed by Buyer.

16. Cancellation: Buyer shall have the right at any time to cancel all or a portion of this Purchase Order by giving Seller written notice thereof. If Buyer cancels all or a portion of this Order, Buyer shall only be liable to pay Seller only for the unpaid portion of the Purchase Order satisfactorily completed up to the date of cancellation.

17. Termination for Seller's Default: Buyer has the right to terminate the Purchase Order in the event that Seller is in breach of any of its obligations under the Purchase Order, or it is apparent to Buyer that Seller; will not be able to meet the scheduled delivery date, has any levies against the Goods, goes into liquidation, becomes insolvent, becomes bankrupt, commits any act of bankruptcy, or has a receiver or administrator appointed to take over the running of its business. Upon such termination, the rights and liabilities of Buyer and Seller shall be the same as if Seller has repudiated the Purchase Order and Buyer has, by its termination, elected to accept such repudiation. Buyer may, in lieu of terminating the Purchase Order, terminate only a portion thereof, secure supply of such portion of the Goods as Buyer deems expedient from an alternative source, and recover its costs for so doing from Seller, or deduct such costs from monies otherwise becoming due to Seller.

18. INDEMNITIES: SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER'S AND ITS CUSTOMER'S, SUBSIDIARIES AND RELATED CORPORATE BODIES, DIRECTORS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL LOSSES OF ANY TYPE, INCLUDING CONSEQUENTIAL OR PUNITIVE DAMAGES, CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, OBLIGATIONS, AND LEGAL (ON A SOLICITOR AND CLIENT BASIS) AND OTHER PROFESSIONALS FEES, AND EXPENSES ARISING OUT OF OR OTHERWISE RELATING TO THIS PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO: (A) ANY CLAIM THAT THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER, OR BUYER'S OR CUSTOMER'S USE OF SUCH GOODS, INFRINGES ON ANY INTELLECTUAL PROPERTY RIGHTS; (B) ANY BREACH OF WARRANTY BY SELLER; (C) ANY CLAIM THAT THE GOODS OR SERVICES ARE DEFECTIVE; (D) ANY ACT OR OMISSION OF SELLER OR ITS EMPLOYEES, CONTRACTORS AND AGENTS IN THE SUPPLY OF GOODS OR PERFORMANCE OF THE SERVICES; (E) ANY DAMAGE, LOSS, INJURY OR DEATH SUFFERED BY ANY THIRD PARTY OR PERSONNEL OF SELLER, ITS SUBSIDIARIES, AGENTS, SUBCONTRACTORS, OR AFFILIATES; AND (F) ANY DAMAGE OR LOSS TO PROPERTY, PERSONAL OR BODILY INJURY, OR DEATH SUFFERED BY ANY THIRD PARTY OR THE PERSONNEL OF BUYER, SELLER, THEIR SUBSIDIARIES, AGENTS, SUBCONTRACTORS, OR AFFILIATES. BUYER SHALL GIVE SELLER REASONABLE NOTICE IF ANY CLAIM THAT BUYER IS CONTENDING FALLS WITHIN THIS INDEMNIFICATION. TO THE EXTENT LIMITED BY ANY ANTI-INDEMNITY OR SIMILAR STATUTES, THIS SECTION WILL BE INTERPRETED TO PROVIDE THE BROADEST INDEMNITY AVAILABLE UNDER THE LAW AND NO BROADER.

19. Consequential Damages: Notwithstanding anything to the contrary in this Purchase Order, in no event shall Buyer be liable to the Seller for any indirect, punitive, special or consequential losses, including without limitation, loss of revenue or profit, cost of capital or financing, loss of goodwill, loss of use, loss of business opportunity, loss of project or business interruption or like items of whatever nature, resulting from or arising out of this Purchase Order (the "Losses"), whether the Losses arise out of breach of the Purchase Order, negligence, tort or under any other theory of liability and regardless of whether the Losses were foreseeable.

20. Default: If Seller defaults under any term of this Purchase Order and does not cure that default within five (5) days after Buyer gives Seller written notice thereof, Buyer is entitled any or all of the following actions: (a) to suspend Seller's performance under this Purchase Order; (b) to terminate this Purchase Order and have no further obligation to Seller; (c) to declare all or part of Seller's obligations to Buyer under this Purchase Order immediately due; and (d) to pursue any other right or remedy Buyer may have at law or in equity. Where Seller owes payment to Buyer, Buyer shall be entitled to set off against any amounts that may be due to Seller. A waiver by the Buyer of any default or of any terms and conditions will not be deemed to be a continuing waiver of any other default or of any other terms and conditions. The waiver only applies to the instance to which the waiver is directed. Buyer reserves the right to exercise any and all its rights and the remedies available hereunder and at law and the remedies available to Buyer in this Purchase Order are cumulative and in addition to all rights and remedies at law and in equity.

21. Confidentiality: Seller shall keep confidential and not disclose to any person or entity any information received from or learned about Buyer except to the extent that information is already public or required to be disclosed by law. The information disclosed by Buyer to Seller shall only be disclosed to Seller's employees, agents, or consultants who have a need to know and who are under a written obligation to keep the information confidential. Seller will use the same degree of care, but no less than a reasonable degree of care, that it uses with regard to its own confidential information to prevent the disclosure of the Buyer's information. Seller shall not use Buyer's name or the fact that Seller is selling Goods or Services to Buyer in any press releases, media statements or public communications or otherwise publicise this Purchase Order without Buyer's prior written consent.

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22. Intellectual Property: Seller shall not use Buyer's name, logos, trademarks, service marks, brand names or trade secrets in any way without Buyer's prior written consent, and Buyer is not deemed to have granted to Seller a license of, or granted to Seller any rights in, any of the foregoing by entering into this Purchase Order. Seller further declares that it is the due owner, licensee, holder or authorized user of any patents, license, copyright, processes, trademarks, designs, specifications, blueprints, or models covering the equipment, products and/or means to be used for the implementation of the Purchase Order. Buyer is hereby granted a non-exclusive, royalty-free license to use Seller's intellectual property, including but not limited to, firmware, software, and documentation, and copies thereof, incorporated into or used in the production of the Goods or Services. In the event of allegations of infringement of intellectual or industrial property rights, Seller, notwithstanding any defence or appeal, shall at its own expense, either obtain the right for Buyer to continue to use the Goods or Services, or, in agreement with Buyer, if applicable, either have the Goods or Services replaced by non-infringing Goods or Services or have the same modified in such a manner so that the cause of the infringement is no longer an issue of contention. Seller declares that Buyer is free to use any intellectual property, drawings, documents, and other data prepared, in connection with the Purchase Order.

23. Information Management & Cybersecurity: Seller shall protect Buyer's confidential information with no less rigor than accepted IT industry standards. A Seller storing Buyer's confidential information shall demonstrate compliance with accepted IT industry standards and may be audited by Buyer, or qualified Buyer third-party, against such standards at Buyer's discretion. Audit results shall be made available to Buyer upon request. In the event of a security breach of Seller or its lower tiers, Seller shall notify Buyer, by email at security@mattr.com, of a such breach no later than 48 hours after Seller becomes aware of it.

24. Assignment: Seller shall not assign, delegate or subcontract all or any portion of the Purchase Order without the prior written consent of Buyer. Buyer shall have the right to assign this Purchase Order, or any part thereof, to another party or entity without the need for the prior consent of Seller.

25. Governing Law and Dispute Settlement: In the event of any dispute or claim relating to this Purchase Order, Buyer and Seller shall first attempt to reach a settlement between themselves amicably. Should it not be possible to reach a settlement within thirty (30) days, or such other period as designated by Buyer, either Party may elect to have the dispute referred to and finally resolved by the following courts for the resolution of any matter or dispute arising out of or relating to this Purchase Order or the interpretation thereof;

- a. where the Purchase Order in dispute was delivered in Canada, this Purchase Order shall be governed by and is to be interpreted and enforced in accordance with the laws of the Province of Alberta, and each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the courts of Alberta.
- b. where the Purchase Order in dispute was delivered in the USA, this Purchase Order shall be governed by and is to be interpreted and enforced in accordance with the laws of the State of Texas, and each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the courts, state or federal, sitting in Houston, Harris County, Texas, and TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY SUCH LITIGATION.
- c. where the Purchase Order is delivered outside of Canada and the USA, the Purchase Order shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle disputes.

The Parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Purchase Order.

26. Relationship of the Parties: Seller is an independent contractor and acknowledges and agrees that nothing in this Purchase Order constitutes relationship of employer and employee, partnership or joint venture between Buyer and Seller.

27. Compliance with Anti-Corruption Laws: Neither Seller nor any person acting for or on Seller's behalf, shall pay or accept any commissions or fees, or make or accept any payments or rebates to or from any employee or officer of Buyer or subcontractor, or favour such persons with gifts or entertainment of unusual or substantial value, or enter into any business arrangements with such persons, that would result in a detriment or conflict of interest to Buyer under this Purchase Order. Seller shall comply with all of Mattr's ESG Policies & Statements found at: www.mattr.com/esg and is familiar with and understands the provisions of all relevant anti-corruption legislation, including the Corruption of Foreign Public Official Act of Canada, the UK Bribery Act, the US Foreign Corrupt Practices Act, and any anti-corruption legislation of Seller's jurisdiction. Seller declares that it has not engaged and shall not engage in any conduct that violates the provisions of such pieces of legislation and shall abide by them while performing the Purchase Order. **SELLER SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT BUYER AND ITS OFFICERS, DIRECTORS AND EMPLOYEES MAY SUFFER AS A RESULT OF SELLER'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE.** Seller shall immediately report any such payments, gifts or rebates made to Buyer or any overtures or demands made by Buyer's employees or agents for such payments, gifts, or rebates. Seller shall require its subcontractors to abide by a provision identical to this Article. If Seller breaches any of its obligations hereunder Buyer may, without prejudice to its rights at law, terminate this Purchase Order immediately.

28. Compliance with Laws: The Seller shall comply with all applicable statutes, rules, by-laws, regulations and executive orders of Canada or the US and any jurisdiction in which the Goods are manufactured, made, or sold, including any political or territorial sub-division thereof in connection with the production of the articles or the performance of the Services specified herein. Seller shall further comply with all applicable UN, US, and EU imposed sanctions against listed countries and/or persons.

29. Social Responsibility: Seller represents and warrants to Buyer that, in connection with supply of the Goods and Services, it shall comply with the Mattr Supplier Code of Conduct found at: www.mattr.com/esg and provide its personnel a safe work environment, the right not to be discriminated or harassed on the basis of race, religion, sex or age, the right to adequate compensation as well as a workplace free of child labour and forced labour, in accordance with the International Labour Organization standards (the "Principles"). In addition, Seller is in compliance with, and requires its subcontractors and any person under its control to comply with, all applicable federal, provincial, state, territorial, and international laws, rules, and regulations relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights (including, without limitation, human trafficking, child labour and forced labour), environmental protection and sustainable development, including any legislation or regulation implementing the Principles (the "Rules"). Seller has adopted and implemented appropriate and effective policies to ensure compliance with these Rules, including: (a) due diligence and data collection procedures reasonably designed to monitor compliance with the Rules; (b) internal review and accountability structures to oversee internal compliance with the Rules; (c) ongoing training and instruction for its employees and offered to its suppliers and subcontractors regarding compliance with the Rules; (d) a requirement that its suppliers and subcontractors certify their compliance with the Rules; and (e) regular supplier and subcontractor audits, either directly or through a third-party auditor, to monitor compliance efforts.

30. Entire Agreement: This Purchase Order, including all references and attachments, contains the entire agreement of the Parties relating to the Purchase Order and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Purchase Order may only be modified by an express written agreement signed by both Parties. The delivery of Goods and Services is subject to a duly executed Purchase Order. Failure to have a valid Purchase Order in place could delay payments or alternatively render the order null and void.

31. Severability: If one or more provisions of the terms and conditions of this Purchase Order is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be severed from these terms and conditions and the rest of the provisions shall remain in full force and effect to the extent permitted by law and shall not be affected, impaired or invalidated, provided that the intent and purpose of the Parties is not materially frustrated thereby.

32. Interpretation. The captions and headings used in the Purchase Order are solely for the convenience of the Parties and are not to be used in the interpretation of the text of this Purchase Order. Each Party has read and agreed to the specific language of the Purchase Order; no conflict, ambiguity, or doubtful interpretation will be construed against the drafter.