

Terms and Conditions of Purchase – Eddyfi Technologies

1. **APPLICABILITY** - These terms and conditions of purchase ("Terms") govern the purchase of the goods ("Goods") and services ("Services") by Eddyfi Canada inc. or any of its affiliates, as they may be listed on the Purchase Order (the "Buyer") from the seller named on the Purchase Order (the "Seller").

These Terms and the accompanying Purchase Order ("Purchase Order"), including any documents referred herein (together the "Agreement") constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under the Purchase Order constitutes acceptance of these Terms by the Seller. Buyer's acceptance of the Goods and/or Services, or payment therefor, shall not constitute Buyer's acceptance of any other terms and conditions, unless expressly agreed to by Buyer in a signed writing.

2. **DELIVERY/PERFORMANCE** – Time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services. Goods shall be delivered and Services shall be performed in strict accordance with the terms and schedule referred to in the Purchase Order and in the exact quantities ordered. If Seller fails to deliver the Goods or perform Services in accordance with the Purchase Order schedule, Buyer may, at its discretion, either withhold payment until delivery/performance is complete or cancel the order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods or perform the Services on the delivery date.

All Goods shall be delivered to the address specified in the Purchase Order during Buyer's normal business hours or as otherwise instructed by Buyer.

Seller agrees that delivery of the Goods under this Agreement or a Purchase Order constitutes certification that all Goods included in each shipment comply in all respects with the applicable requirements, specifications and drawings. Seller shall file reports of process control, inspection and test data relating to the Goods and their parts which will or may be reviewed by Buyer or its authorized representatives to ensure compliance with such applicable requirements, specifications and drawings. However, if required by such drawings, a certificate of compliance shall accompany each shipment.

3. **PACKAGING** - All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition and in accordance with applicable law and industry standards. Seller shall provide Buyer with shipment documentation showing the Contract Reference Number, the quantity of pieces in the shipment, the number of cartons or containers in the shipment, Seller's name, the bill of lading number and the country of origin. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's sole cost and expense.

4. **SHIPPING TERMS** – Delivery of the Goods shall be made in accordance with the terms listed on the Purchase Order. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer.

5. **TITLE AND RISK OF LOSS** - Title to Goods shipped under any Order passes to Buyer upon the earliest to occur of (a) delivery of the Goods to Buyer or (b) payment of any portion of the Price for such Goods by Buyer. Title will transfer to Buyer even if Seller has not been paid for such Goods, provided that Buyer will not be relieved of its obligation to pay for Goods in accordance with the terms hereof. Risk of loss to

Goods shipped under any Order passes to Buyer upon receipt by Buyer at the delivery location, and Seller will bear all risk of loss or damage regarding Goods until Buyer's acceptance of such Goods in accordance with the terms hereof.

6. **INSPECTION AND REJECTION OF GOODS AND SERVICES** – The Buyer has the right to inspect the Goods and/or review, inspect, and evaluate the Services, including all related deliverables, on or after the date of delivery of the Goods and/or completion of the Services. Buyer, at its sole option, may inspect or review all or a sample of the Goods and/or Services, and may reject all or any portion of the Goods and/or Services if it determines that they are non-conforming, defective, incomplete, or otherwise not performed or delivered in accordance with the Order.

If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; or (c) reject the Goods and/or Services and require (i) replacement of the rejected Goods and/or (ii) re-performance or correction of the rejected Services. If Buyer requires replacement of Goods or re-performance/correction of Services, Buyer will inform Seller, and Seller shall, within two (2) days of such notice, propose a reasonable written timeline for completing such replacement or corrective actions. Unless otherwise agreed in writing, Seller shall complete all required replacement Goods deliveries and/or re-performance or correction of Services within ten (10) days after submitting its proposed corrective timeline. Seller shall, at its expense, replace the non-conforming Goods and/or re-perform or correct the non-conforming Services and shall pay for all related costs, including, but not limited to, transportation charges for the return of defective Goods, delivery of replacement Goods, and all costs associated with performing, correcting, or re-inspecting the Services. If Seller fails to: (i) provide the required corrective-action timeline within two (2) days, or (ii) complete all corrective work within the required ten (10) days (or any mutually agreed extended timeline), such failure shall constitute a material breach of the Order. In such case, Buyer may obtain substitute goods and/or services from a third party, charge Seller the cost thereof, and terminate this Order for cause pursuant to Section 16.

Any inspection, review, acceptance, rejection, or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections or evaluations after Seller has carried out its remedial actions. For clarity, the initial inspection performed by Buyer upon receipt of the Goods and/or completion of the Services shall constitute conditional acceptance only, and shall not interfere with Buyer's right to reject or return Goods or to reject Services that exhibit or develop defects, including latent defects, during or after installation, integration, testing, or operation of the final product.

7. **DUTY TO INFORM** - Seller shall promptly inform Buyer of any development, issue, or decision that could affect the performance of this Agreement, including matters relating to schedule, quality, technical specifications, or compliance. The parties shall cooperate in good faith to address any technical or operational problems concerning the Goods or Services. Before implementing any change that may impact on the design, materials, specifications, or performance, Seller shall provide Buyer with all relevant information and available options and obtain Buyer's prior written approval.

8. **PRICES** - The price of the Goods and Services is the price stated in the Purchase Order. No increase in the price is effective, whether due to increased material, labour or transportation costs or otherwise, without the prior written consent of Buyer.

9. **PAYMENT TERMS**. Seller shall issue an invoice to Buyer on or any time after the completion of delivery of the Goods or performance of Services. Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice (unless otherwise stated on Buyer's Purchase Order), except for any amounts

disputed by Buyer in good faith.

10. **SET OFF** - Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

11. **TAXES** - Except as otherwise provided in the Agreement, Seller shall hold Buyer harmless from the assessment or imposition of any excise or other taxes (however designated) on the production, sale or delivery of the Goods or Services to the extent that such assessment or imposition is required to be, or is not prohibited by law from being, borne by Seller.

12. **CONDITIONS AND WARRANTIES** – Seller warrants to Buyer that for a period of twelve (12) months from the date of delivery of Goods accepted or deemed accepted by Buyer, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Buyer's approval of designs or specifications provided by Seller does not relieve Seller of its obligation under this warranty. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer.

Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the non-compliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of non-compliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. **CHANGE ORDER** - Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Services. Unless otherwise agreed, Seller shall within two (2) business days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement. No change initiated by Seller is binding upon Buyer unless it is in writing, specifically states that it amends the order and is signed by an authorized representative of Buyer.

14. **INSURANCE** – During the term of this Agreement, Seller shall, at its expense, maintain in full force and effect the following insurance coverage with an insurer acceptable to Buyer (i) a commercial general liability policy (including product liability) in the minimum amount of \$2,000,000 per occurrence, without aggregate, and (ii) a policy of professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, without aggregate. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. At Buyer's request, the policies shall list Buyer as an additional insured. These limits may be adjusted to reflect local market availability upon Buyer's written approval.

15. **COMPLIANCE WITH LAWS AND SANCTIONS** - Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. Seller shall comply with all

export and import laws of all countries involved in the sale of Goods and Services under this Agreement. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties or any other penalties on the Goods.

Seller further agrees to comply at all times with Buyer's [Supplier Code of Conduct and Ethics](#). Seller shall immediately notify Buyer of any breach or potential breach of this clause and cooperate with Buyer's reasonable requests to verify compliance, including by providing relevant documentation or certifications, in the manner requested by Buyer.

Upon Buyer's reasonable request, Seller shall grant Buyer and its authorized representatives, access to Seller's facilities, equipment, and all relevant records relating to the performance of the Agreement. Buyer shall use reasonable efforts to minimize any disruption to Seller's operations during such visits. Information obtained during access shall be treated as confidential and used solely for the purposes stated herein.

16. **TERMINATION** - Buyer may terminate an order, in whole or in part, at any time with or without cause for undelivered Goods or Services on thirty (30) days prior written notice to Seller. In addition to any remedies that may be provided under this Agreement, Buyer may terminate an order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms of this Agreement, in whole or in part. If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, liquidation, reorganization, arrangement, or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and Services received and accepted by Buyer prior to the termination.

17. **CONFIDENTIALITY** - All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the order, including this Agreement, is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

18. **INTELLECTUAL PROPERTY** - (a) All intellectual property rights that: (i) existed prior to the issuance of a quote or proposal by Seller; or (ii) are developed by or on behalf of Supplier independently of this Agreement and without use of Buyer's Confidential Information (collectively, "**Supplier Background IP**") shall belong to and remain vested solely in Supplier. Nothing in this Agreement shall be construed as transferring ownership of Supplier Background IP to Buyer. Subject to Section 9.1(a), all intellectual property rights in the Goods and any deliverables resulting directly from Services that are specifically developed for Buyer under this Agreement, including any improvements or modifications thereto ("**Foreground IP**"), shall vest in Buyer upon creation, and Seller hereby assigns to Buyer all right, title, and interest in and to such Foreground IP. To the extent any Supplier Background IP is incorporated into, embedded in, or necessary for the use of the Goods or Foreground IP, Supplier hereby grants to Buyer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence (with the right to sublicense as reasonably required for Buyer's business purposes) to use such Supplier Background IP

solely in connection with Buyer's use, operation, maintenance, and resale (if applicable) of the Goods. Seller shall promptly disclose to Buyer any Foreground IP created under this Agreement and shall, during and after the Term, execute all documents and take all actions reasonably required to give effect to the ownership and licence provisions of this Article 19, at Buyer's expense.

19. **RESEARCH AND DEVELOPMENT** - Buyer assumes all technological risks related to the research and development of the Goods or Services rendered and thus shall claim any Scientific Research and Experimental Development (SR&ED) tax credits for which it is eligible in connection with such Goods and Services.

20. **INDEMNIFICATION** - Seller (as "**Indemnifying Party**") shall indemnify, defend, and hold harmless Buyer and its Representatives/officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), relating to any Claim of a third party alleging: (a) material breach or non-fulfilment of any representation, condition, or warranty set forth in Sections 9, 11, 13, 14, of this Agreement by Indemnifying Party or Indemnifying Party's personnel; (b) any negligent act or omission of Indemnifying Party or its personnel in connection with the performance of its obligations under this Agreement; any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party or its personnel; or (c) any failure by Indemnifying Party or its Personnel to comply with any applicable Laws. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim if such claim or corresponding Losses directly result from Indemnified Party's or its Personnel's gross negligence or more culpable act or omission.

21. **LIABILITY** - Nothing in this Agreement shall exclude or limit (a) Seller's liability under Section 12 (Conditions and Warranties), Section 15 (Compliance with Laws and Sanctions), Section 17 (Confidentiality), Section 18 (Intellectual Property) hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or wilful misconduct.

22. **FORCE MAJEURE** - If Seller is unable to make delivery or Buyer is unable to receive the Goods or Services covered by the Purchase Order due to governmental action or regulation (except as provided below), fire, strikes, accidents or other contingencies beyond the control of either party, the obligation to receive or deliver shall be suspended for a reasonable period of time during which such causes continue to exist. If delivery by Seller is delayed for more than ten (10) days due to such events, Buyer may cancel all or part of future deliveries to be made by Seller without any obligation to Seller and may obtain similar Goods from other suppliers.

23. **RELATIONSHIPS BETWEEN THE PARTIES** - The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

24. **ASSIGNMENT** - Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, or subcontract any or all of its rights or obligations under the Agreement without Seller's prior written consent.

25. **THIRD PARTY BENEFICIAIRIES** - This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns (including Buyer's affiliates) and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

26. **REMEDIES** - The failure of Buyer to enforce, at any time or during any period, any provision of this Agreement shall not constitute a waiver of that provision or of Buyer's right to enforce each of the other provisions. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

27. **ORDER OF PRECEDENCE** - In the event of any conflict or inconsistency between the documents constituting the agreement, unless otherwise expressly provided, the documents shall take precedence in the following order: (1) Buyer's Purchase Order; (2) these terms and conditions of purchase and (3) any additional documents, drawings, specifications or clauses set forth in Buyer's Purchase Order.

28. **SEVERABILITY** - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. **GOVERNING LAW AND CHOICE OF FORUM** - The applicable law for any disputes arising under this Agreement shall be determined according to the following table provided, which specifies the governing law and forum based on the Eddyfi entity identified in the Purchase Order. Each party agrees to submit to the exclusive jurisdiction of the specified forum and agrees that the specified law shall govern the interpretation and enforcement of this Agreement, without application of conflict of laws statutes and at the exclusion of the Vienna Convention of the United Nations on the International Sale of Goods.

Eddyfi Entity	Applicable Law	Court
Eddyfi Canada Inc. Eddyfi Robotics Inc. Pavemetrics Systems Inc.	Province of Quebec	Quebec City, Canada
Eddyfi Corp.	Texas, USA	Harris County, Texas, USA
Eddyfi Holding UK Ltd Senceive Ltd Sisgeo S.R.L.	England and Wales	London, United Kingdom
Eddyfi International FZE	Dubai International Financial Centre	Dubai International Financial Centre
Eddyfi Europe SAS	France	Paris, France
Eddyfi China Co Ltd	People's Republic of China	Chengdu, China
Eddyfi Africa (Pty) Ltd	South Africa	Cape Town, South Africa
Sisgeo Latinoamerica SAS	Colombia	Bogotá, Colombia
Huggenberger AG Pysik Instrumente	Switzerland	Zurich, Switzerland

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, including all contemplated transactions, shall be instituted in the courts of the appropriate jurisdiction, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

30. **SURVIVAL** - Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following

provisions: Section 10 (Set-off), Section 12 (Conditions and Warranties, Section 14 (Insurance), Section 15 (Compliance with Laws and Sanctions), Section 20 (Indemnification), Section 17 (Confidentiality), Section 18 (Intellectual Property), Section 29 (Governing Law and Choice of Forum) and this Section 30 (Survival).

31. **ENGLISH LANGUAGE** - The parties hereby confirm their express wish that this Agreement be drawn up in English. *Les parties reconnaissent leur volonté expresse que la présente convention soit rédigée en langue anglaise*