PURCHASE ORDER TERMS AND CONDITIONS  
Effective as of December 20, 2019

1. APPLICATION

1.1. These Purchase Order Terms and Conditions (“Terms and Conditions”), as may be amended from time to time, apply to all Purchase Orders issued by Woodbridge to Supplier for the purchase of Goods and/or Services, unless expressly amended or modified in a written agreement signed by authorized representatives of Woodbridge and Supplier. Woodbridge may revise these Terms and Conditions as it deems necessary, in its sole discretion. In the event Woodbridge makes revisions, an updated version of this document will be posted to Woodbridge’s website, indicating the date of effectiveness. The version of the Terms and Conditions in effect at the time Woodbridge issued the Purchase Order shall remain in effect for the duration of the Purchase Order, unless Woodbridge and Supplier agree otherwise in writing.

2. DEFINITIONS. For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

2.1. “Applicable Laws” means any and all applicable laws, statutes, by-laws, rules, regulations, orders, codes and conventions, together with all policies, notices, directions, directives and standards that are legally mandatory in nature, of any governmental authority in any jurisdiction, affecting the obligations of either of the parties from time to time, including without limitation, those relating to (i) the origin, manufacture, labeling, transport, import, export, licensing, approval or certification of Goods or Services; and (ii) competition, anti-corruption, corporate governance, taxation, financial disclosure, data privacy, consumer protection, subcontractor selection, discrimination, hiring, wages and conditions of employment, environmental or occupational health or safety, motor vehicle safety, or governmental requirements relating to restricted, toxic or hazardous materials, conflict minerals or environmental, electrical and electromagnetic considerations, whether applicable to the country of origin, manufacture, sale, shipment, performance, receipt or use of the Goods or Services.

2.2. “Background IP” means Intellectual Property owned or licensed by Woodbridge or Supplier prior to the Effective Date of the Purchase Order, which Woodbridge or Supplier makes available, contributes, brings to or uses in connection with the Purchase Order.

2.3. “Blanket Order” means a Purchase Order under which Supplier will supply certain Goods or Services to Woodbridge on an “as and when required” basis for a defined period of time at an established price, in accordance with the quantities and delivery schedules.
specified in one or more subsequent Releases issued by Woodbridge pursuant to the Purchase Order. A Blanket Order may provide a non-binding forecast of the quantity of Goods and/or Services that may be ordered by Woodbridge.

2.4. “Claims” means all actions, suits, liabilities, claims, demands, judgments, damages, losses, costs, expenses and fees (including attorneys’ fees and other professional fees).

2.5. “Contract IP” means Intellectual Property authored, conceived, developed, first reduced to practice or otherwise created by or on behalf of Woodbridge or Supplier (including without limitation by any person or entity employed by or working under the direction of Supplier or Woodbridge) as a result of, for the purpose of, or in connection with performance of a Purchase Order, including, without limitation, any such Intellectual Property embodied in or required for the use, operation or commercialization of Goods or Services provided by Supplier to Woodbridge.

2.6. “Customer” means Woodbridge’s customer and includes both direct and indirect customers, such as the ultimate Original Equipment Manufacturer (“OEM”) or manufacturer of the vehicle into which Goods or Services are incorporated.

2.7. “Goods” means all goods, materials, components, hardware, intermediate assemblies, equipment, molds, supplies, end products, software, data and information purchased or to be purchased by Woodbridge from Supplier as described on the face of the Purchase Order or on any document expressly referenced on the face of such Purchase Order describing such Goods. For the avoidance of doubt, software includes, without limitation, software embedded in hardware, which is written to control the particular hardware that it runs on.

2.8. “Intellectual Property” means all present and future patent rights, inventions, copyrights, trademark rights, rights in trade dress, rights in trade-secrets and know-how, design rights, database rights, business and domain name rights, moral rights, and any other similar rights or intangible assets recognized under any laws or international conventions and in any country or jurisdiction in the world, whether registrable, registered or patentable, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

2.9. “Services” means all services (including any part of the specified services and any ancillary services) purchased or to be purchased by Woodbridge from Supplier as described on the face of the Purchase Order or on any document expressly referenced on the face of such Purchase Order describing such Services. Services includes, without limitation, labour, work, efforts, repairs, maintenance, quality control, transportation services, and administration services performed or to be performed by Supplier pursuant to a Purchase Order.

2.10. “Supplier” shall mean the person, firm, company or other legal entity, including the entity’s owner, officers, directors, partners or agents, providing or performing Goods or Services to Woodbridge under a Purchase Order.
2.11. **“Purchase Order”** means the purchase order for Goods and/or Services issued by Woodbridge to Supplier, which provides, among other things, a description of the Goods and/or Services and their price, and incorporates these Terms and Conditions, as may be amended from time to time. For the avoidance of doubt, all references to “Purchase Order” herein includes the express terms contained on the face of the Purchase Order, the Terms and Conditions stated herein, and all Releases, if any, issued or transmitted from time to time by Woodbridge to Supplier with respect thereto. Purchase Order includes, without limitation, a Blanket Purchase Order and a Spot Buy Order. A Purchase Order may be in the form of, without limitation, Woodbridge’s standard purchase order document or otherwise, and includes email or other electronic correspondence from Woodbridge to Supplier.

2.12. **“Release”** means a delivery or shipping release, authorization or similar written instructions issued by Woodbridge to Supplier, which specifies the firm quantity of Goods and/or Services that Supplier is to provide to Woodbridge by the date and at the delivery times set forth therein and pursuant to a Purchase Order. A Release may authorize fabrication of material and the purchase of a firm quantity of raw materials or components for a specified period.

2.13. **“Spot Buy Order”** means a one-time order for a given quantity of Goods and/or Service.

2.14. **“Third-Party IP”** means Intellectual Property owned by a party other than Supplier or Woodbridge that is embodied in, attaches to or is otherwise required for the use, operation, functioning, performance or commercialization of Goods and/or Services purchase by Woodbridge from Supplier.

2.15. **“Woodbridge”** means Woodbridge Foam Corporation or its applicable subsidiary or affiliate as specified in the Purchase Order.

3. **ACCEPTANCE OF PURCHASE ORDER**

3.1. Nothing in these Terms and Conditions shall obligate Woodbridge to order Goods or Services from a supplier or obligate a supplier to accept a Purchase Order from Woodbridge. Each Purchase Order is limited to and conditional upon Supplier’s acceptance of these Terms and Conditions exclusively.

3.2. The Purchase Order is effective and a contract is formed upon Supplier’s acceptance of the Purchase Order. Each Purchase Order, together with these Terms and Conditions, shall be deemed accepted by Supplier upon the earlier to occur of the following: (i) Supplier indicates its acceptance of the Purchase Order orally or in writing, including by electronic communication; (ii) Supplier at any time provides, commences work on, delivers or performs all or any part of the Goods or Services set out in the Purchase Order; (iii) Supplier accepts payment for all or any part of the Goods or Services set out in the Purchase Order; or (iv) Supplier engages in any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order.

3.3. A Purchase Order does not constitute an acceptance by Woodbridge of any offer or
proposal made by Supplier. Acceptance of a Purchase Order is expressly limited to the terms and conditions on the face of the Purchase Order and these Terms and Conditions, and Woodbridge hereby objects to, and shall not be bound by, any additional or different terms or conditions proposed by Supplier, including via any Supplier quotation, proposal, terms and conditions of sale, or other forms, or in any correspondence from Supplier, except as expressly agreed to and signed by an authorized representative of Woodbridge in writing. For further clarity, Supplier acknowledges and agrees that a Purchase Order shall not be deemed to be acceptance by Woodbridge of any offer to sell, any quotation or any proposal by Supplier and reference to any such offer to sell, quotation or proposal will not constitute a modification of the Purchase Order. Any reference in the Purchase Order to any offer, quotation or proposal made by Supplier is solely to incorporate the description or specifications of Goods or Services in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Purchase Order.

3.1 In the event of a conflict between these Terms and Conditions and any other express term on the face of the Purchase Order, these Terms and Conditions shall take precedence, unless the parties have expressly agreed in writing signed by an authorized representative of each party to make such deviation.

4. **CHANGES IN PURCHASE ORDER**

4.1 Woodbridge reserves the right at any time, by written notice, to make changes or cause Supplier to make changes to a Purchase Order, including without limitation changes to design, specifications, samples, descriptions, processing, methods of performance, shipment, packing or place or time of delivery of Goods or Services or otherwise to the scope of work covered by a Purchase Order. Supplier shall promptly make any such requested changes. If any such requested changes directly affect the price or time required for performance of the Purchase Order by Supplier, an equitable adjustment shall be made provided that: (i) Supplier provides Woodbridge with a written claim for equitable adjustment within ten (10) days from receipt by Supplier of the Purchase Order change request authorized by Woodbridge, and (ii) after auditing such claim, Woodbridge determines, in its sole discretion, that an equitable adjustment in price or time required for performance is appropriate. Any claim by Supplier for equitable adjustment to cost or time for performance under a Purchase Order must be solely and directly the result of the change requested by Woodbridge and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Woodbridge to verify such claim. In addition, Woodbridge shall have the right to audit all relevant records, facilities, work or materials of Supplier to verify such claim. Woodbridge may, in its sole discretion, cancel the Purchase Order if agreement on an equitable adjustment cannot be reached between Woodbridge and Supplier. No substitutions, changes or modifications to Goods or Services or otherwise to the scope of a Purchase Order shall be made unless previously approved in writing by an authorized representative of Woodbridge. Any changes by Supplier to any Purchase Order or to the Goods or Services covered by a Purchase Order without the prior written approval of an authorized representative of Woodbridge shall constitute a material breach of the Purchase Order.

5. **QUANTITY, DELIVERY AND DELAY**
5.1. Supplier shall provide and perform all Goods and Services, as applicable, in accordance with the specifications and approved samples, and in accordance with the terms of the Purchase Order (including, without limitation, timing, price, quantities and warranties). Failure of Supplier to comply with such requirements shall entitle Woodbridge, in addition to any other rights or remedies afforded to Woodbridge by law, equity or otherwise, to terminate the Purchase Order and be relieved of any liability.

5.2. Time and quantity of delivery of Goods and Services are of the essence under each Purchase Order. Supplier shall be responsible for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance, unless otherwise expressly agreed to by an authorized representative of Woodbridge in writing. If, at any time, it appears that Supplier may not meet specified delivery or performance schedule for any reason, Supplier shall immediately notify Woodbridge of the estimated duration of and reasons for any delay. Failure of Woodbridge to insist upon strict performance shall not constitute a waiver of any of term of the Purchase Order or waiver of any default. Any failure by Woodbridge to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installment(s).

5.3. Any quantities listed in a Purchase Order as estimated or forecasted are only an estimate of the quantities of Goods or Services Woodbridge estimates it might purchase from Supplier under the Purchase Order. Any such estimates or forecasts are subject to change from time to time, with or without notice to Supplier, and shall not under any circumstance be binding on Woodbridge. Unless otherwise expressly stated on the face of the Purchase Order, Woodbridge makes no representation, warranty, guarantee or commitment of any kind, whether express or implied, to Supplier in respect of Woodbridge’s quantitative requirements. Unless otherwise expressly stated on the face of the Purchase Order, if no quantity is specified on the Purchase Order or if the quantity is blank or states the quantity is to be determined or subject to “as needed” or subject to a “release” or similar terms, then Supplier will supply Woodbridge’s requirements for Goods and Services in such quantities as identified by Woodbridge in subsequent Releases that are transmitted to Supplier during the term of the Purchase Order, and Supplier will supply all such Goods and Services on such terms as specified in the Purchase Order.

6. TITLE AND RISK OF LOSS

6.1. All Goods shall be suitably packed (if packaging applies), marked with an identifier for the Purchase Order, and delivered to Woodbridge in accordance with Woodbridge’s delivery instructions and, if Goods are to be shipped, in accordance with the applicable requirements of common carriers.

6.2. Title to the Goods shall pass to Woodbridge upon receipt and acceptance of the Goods by Woodbridge at Woodbridge’s facility where the Goods are to be used. Woodbridge is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries or damaged or non-conforming Goods or Services. Unless otherwise specifically agreed in writing signed by an authorized representative of Woodbridge, risk that Goods may be lost, damaged or delayed in transit, shall remain with Supplier until conforming Goods have been received and accepted by Woodbridge. Supplier shall be liable to Woodbridge for any
loss or damage resulting from Supplier’s failure to provide adequate protection for Goods
during shipment or delivery. Any additional expenses, charges or claims incurred as a result
of deviation from a specified route, non-compliance with delivery instructions, or improper
description of Goods in shipping documents shall be assumed solely by Supplier.

7. PRICES

7.1. Woodbridge shall not be billed at prices higher than those stated on the Purchase Order,
and no additional expenses, premiums or charges of any kind shall be imposed, unless
specifically authorized by a Purchase Order change notice signed by an authorized
representative of Woodbridge. For further clarity, prices charged for Goods and Services
listed on the Purchase Order are not subject to increase, including specifically any increase
based on changes in raw material or component pricing, labor or overhead, or currency
fluctuations unless specifically agreed to in writing signed by an authorized representative
of Woodbridge. Supplier assumes the risk of any event or cause affecting prices, including
without limitation, foreign exchange rates, increases in raw material or component costs,
inflation, increases in labor and other production and supply costs, and any other event
which impacts the price or availability of materials, supplies or labour.

7.2. Supplier represents and warrants that the price charged for Goods and Services covered by
the Purchase Order is the lowest price charged by Supplier to Woodbridge or a class of
customer similar to Woodbridge under conditions similar to those specified in the Purchase
Order and that prices comply with all Applicable Laws in effect at time of quotation, sale,
performance or delivery. If, before delivery of the Goods or Services, Supplier reduces the
prices for like goods or services to one or more of its customers in a class comparable to
Woodbridge, the price specified in the Purchase Order shall likewise be reduced. Supplier
agrees that any price reduction made in Goods and Services covered by a Purchase Order
subsequent to the effective date of such Purchase Order will be applicable to such Purchase
Order.

8. PAYMENT TERMS

8.1. Except as otherwise expressly stated on the face of the Purchase Order, Woodbridge shall pay
net invoices for Goods or Services (subject to applicable withholding taxes, charge backs, and
set-offs, if any) in accordance with MNS2 payment terms. Woodbridge may withhold payment
if Supplier has not complied with its obligations under the Purchase Order. Without limiting
the foregoing, Woodbridge may withhold payment pending receipt of evidence, in the form
and detail as Woodbridge may direct, of the absence of any liens, encumbrances, or claims on
Goods or Services under the Purchase Order. Payment will not constitute acceptance of
nonconforming Goods, nor will it limit or affect any of Woodbridge’s rights under the
Purchase Order.

8.2. Notwithstanding anything to the contrary in the Purchase Order, in the event that Supplier is a
supplier that Woodbridge’s Customer has directed Woodbridge to utilize, and Woodbridge’s
Customer fails to pay Woodbridge for the Goods or Services provided by Supplier, then
Woodbridge shall have no obligation to pay Supplier for such Goods or Services until such
time as Woodbridge receives payment from its Customer, as further detailed in Section 14
9. **WARRANTIES**

9.1. In addition to all express warranties set forth on the face of the Purchase Order and all warranties implied in fact or law, Supplier expressly warrants and guarantees to Woodbridge, to Woodbridge’s successors, assigns and Customers and to any end-users of Woodbridge’s products, that:

   i. Supplier will convey good and merchantable title to the Goods to Woodbridge free and clear of any liens, claims and encumbrances of any nature;

   ii. all Goods and Services will comply with all Applicable Laws;

   iii. all Goods provided to Woodbridge will be of good and merchantable quality;

   iv. all Goods and Services will conform with Woodbridge’s specifications, standards, drawings, samples, descriptions, delivery instructions and other requirements as approved by or furnished to or by Woodbridge;

   v. Supplier knows of Woodbridge’s and/or its Customer’s intended use for the Goods and Services and all Goods and Services will be provided or performed by Supplier, as applicable, in a professional and workmanlike manner, acceptable in the industry and consistent with all standards, and will be fit and sufficient for the particular purpose intended by Woodbridge and/or its Customer;

   vi. all Goods and Services will be free from any defects, latent or otherwise, including any defects in design (even if the design was previously approved by Woodbridge or its Customer);

   vii. unless otherwise expressly stated in the Purchase Order, none of the Goods and Services, as applicable, are used, remanufactured, refurbished or reconditioned or of such age, material or condition so as to impair their fitness, usefulness or safety;

   viii. Goods and Services, and their use, sale, lease, distribution, or other commercialization by Woodbridge or Woodbridge’s Customers do not and will not infringe, misappropriate, or contribute to the infringement of any third party’s Intellectual Property or any other proprietary right of any third party, or subject Woodbridge or its Customers to pay royalties anywhere in the world.

9.2. Supplier further represents and warrants that Supplier is duly organized and authorized to enter into the Purchase Order and perform its obligations under the Purchase Order, and Supplier holds all permits, licenses and similar authority necessary for performing its obligations under the Purchase Order (which includes these Terms and Conditions) and in conformance with all Applicable Laws.

9.3. All representations and warranties are intended to provide Woodbridge, its successors and assigns with protection from any and all warranty claims brought against Woodbridge by
its Customers or end-users of Woodbridge’s products. This includes, but is not limited to, meeting any Customer-required warranties relating to the Goods or Services in question or products into which the Goods or Services are incorporated. All such Customer-required warranties are incorporated by reference.

9.4. All representations and warranties of Supplier set out above or that are implied by law or fact shall survive inspection, delivery, acceptance and/or payment by Woodbridge, and shall survive completion of the Purchase Order and expiry or termination of the Purchase Order for any reason. All warranties will be effective for the longer of (i) the period provided by Applicable Law; (ii) the warranty period provided in any document incorporated by reference into the Purchase Order, including in Woodbridge’s or Woodbridge’s Customer’s specifications; (ii) the warranty period provided by Woodbridge to its Customer; provided, however, that in the event Woodbridge or its Customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods, or any parts, components or systems incorporating the Goods, are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any Applicable Law, whether in connection with a recall campaign or other corrective service (“Remedial Action”), the warranty shall continue for such time period as may be dictated by Woodbridge’s Customer or the government authority where the Goods are used or provided. Notwithstanding the expiration of the warranty period set forth herein, Supplier shall be liable for all costs and damages associated with the conduct of any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods or Services failed to conform to the warranties provided by Supplier herein, including without limitation, any costs associated with determining whether a Remedial Action is needed.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Unless otherwise expressly approved in writing by an authorized representative of Woodbridge, all Contract IP shall vest in Woodbridge and Woodbridge shall be the sole and exclusive owner of all Contract IP as and when created. To the extent that Supplier or any of Supplier’s employees or contractors own or are deemed to own any of the Contract IP, Supplier hereby irrevocably assigns and expressly warrants that it will procure an irrevocable assignment of (as applicable), without further consideration, all right, title and interest in and to the Contract IP to Woodbridge in perpetuity and on a worldwide basis. If applicable law prevents future assignments, Supplier shall irrevocably assign (or procure the irrevocable assignment of) any such right, title and interest in the Contract IP to Woodbridge in perpetuity and on a worldwide basis. If applicable law prevents future assignments, Supplier hereby irrevocably assigns and expressly warrants that it will procure an irrevocable assignment of (as applicable), without further consideration, all right, title and interest in and to the Contract IP to Woodbridge in perpetuity and on a worldwide basis. If applicable law prevents future assignments, Supplier shall irrevocably assign (or procure the irrevocable assignment of) any such right, title and interest in the Contract IP as these are created. Supplier shall not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Contract IP, Goods and Services, and will ensure that all of its employees, contractors and any third parties who have moral rights in Contract IP, Goods or Services will also not assert, and to the extent permitted by applicable law, will waive, all such moral rights. Supplier further represents and warrants that any contractors of Supplier will have contracts with Supplier in writing consistent with the terms of this Section 10.

10.2. Each party shall be and remain the sole and exclusive owner of all right, title and interest
in and to its Background IP. Notwithstanding the foregoing, Supplier hereby grants to Woodbridge a fully paid up, perpetual, irrevocable, royalty-free, non-exclusive, transferable and sublicensable worldwide license (“License”) to disclose, modify, reproduce, distribute, sell, transmit, create derivative works from, put into practice, commercialize and otherwise use Supplier’s Background IP as required for Woodbridge’s or its Customer’s intended use of the Goods and/or Services, whether in whole or in part. The foregoing License shall include the right to sublicense any or all rights granted to Woodbridge under the License to Woodbridge’s Customer or any party who provides or procures goods or services to or from Woodbridge. For the avoidance of doubt, Supplier agrees and acknowledges that the value of such License is included in the price paid by Woodbridge to Supplier for the Goods and Services under the Purchase Order and no additional consideration, monetary or otherwise shall be due to Supplier as a result of such License.

10.3. Supplier will not include any Third-Party IP in any Goods or Services provided to Woodbridge without Woodbridge’s express prior written approval of such inclusion and without first obtaining, at no additional cost to Woodbridge, a license that permits use of such Third-Party IP by Woodbridge, for the purpose and duration that the Goods and Services are to be used, as determined by Woodbridge in advance and in its sole discretion.

10.4. Supplier shall promptly execute and deliver such instruments and take such other action as may be required and requested by Woodbridge from time to time to carry out the assignments, waivers and any other transactions contemplated by this Section 10.

10.5. Supplier’s obligations under this Section 10 shall survive expiry or termination of the Purchase Order for any reason.

11. INDEMNIFICATION BY SUPPLIER

11.1. To the fullest extent permitted by law, Supplier shall indemnify, defend and hold harmless, Woodbridge and its respective affiliates, partners, directors, officers, employees, agents, successors, assigns and Customers (collectively, “Woodbridge Parties”) from and against any and all Claims of whatever kind that are incurred by or asserted against any or all of the Woodbridge Parties in connection with or arising from any actual or alleged: (i) negligent, willful, reckless or wrongful act or omission of Supplier, its employees or contractors in connection with the Goods or Services provided by Supplier or performance of the Purchase Order; (ii) breach or failure of Supplier to comply with any of Supplier's representations and warranties or other terms of the Purchase Order (including any part of these Terms and Conditions); (iii) breach of a contractual or fiduciary obligation owed by Supplier to a third party (including misappropriation of trade secrets); (iv) claims based on personal injury, death, damages to property, strict liability in tort or based on any other theory of law in connection with the Goods or Services provided by Supplier, including as a result of any claim that the Goods or Services provided by Supplier are defective or fail to conform to or comply with any Applicable Laws, or based upon or arising out of any construction, installation, services or facilities provided by Supplier under or in connection with the Purchase Order; or (v) infringement of any patent, copyright, design right, trade mark, trade name, trade secret or other Intellectual Property relating to the Goods or
Services, including without limitation, any claim of direct or contributory infringement, or inducement to infringe. Supplier’s obligation to indemnify will apply regardless of whether the Claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

11.2. If any Goods or Services are subject to a claim or allegation of infringement or misappropriation of Intellectual Property or a third party in any way enjoins, interferes or otherwise restricts Woodbridge’s or its Customer’s use or exploitation of any Goods or Services, then in addition to Supplier’s obligations under Subsection 11.1 above, Supplier shall, at its sole option, cost and expense, and without prejudice to any other right or remedy available to the Woodbridge Parties, (i) obtain any licenses, assignments and other rights necessary to permit Woodbridge and/or its Customer to continue to use or exploit the Goods or Services in accordance with the rights granted to Woodbridge under the Purchase Order; (ii) replace or modify the Goods or Services as necessary to permit Woodbridge to continue to use or exploit the Goods or Services, without any degradation of the performance or quality of the affected Goods or Services; or (iii) promptly refund to Woodbridge the full amount paid for the affected Goods or Services.

11.3. The indemnification provisions under this Section 11 are not exclusive, shall not limit any other rights or remedy available to the Woodbridge Parties, and shall survive expiration or termination of the Purchase Order for any reason.

12. INSURANCE

12.1. Supplier shall procure and maintain, at its sole expense, general commercial and product liability insurance in such amounts and with a carrier or carriers reasonably acceptable to Woodbridge. The insurance shall provide that the policy shall not be cancelled or reduced in coverage until ten (10) business days after written notice shall have been given to Woodbridge of cancellation or reduction in coverage. All such insurance shall name Woodbridge as a loss payee and additional insured. Supplier shall further ensure that all such insurance is primary and does not call into contribution any other insurance coverage available to Woodbridge or its Customers. Supplier shall furnish Woodbridge with certificates of such insurance upon request. If Supplier fails to maintain insurance under any Purchase Order, Woodbridge shall have the right to procure such insurance and Supplier shall reimburse Woodbridge on demand, for all actual costs and expenses of such insurance.

13. SUPPLIER’S BREACH OF AGREEMENT

13.1. The remedies available to Woodbridge under the Purchase Order (including these Terms and Conditions) shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided for or allowed by law, at equity or otherwise. Supplier shall be responsible for any and all losses, liabilities, expenses and damages, including, but not limited to, any special, incidental and consequential damages, which are indirectly or directly incurred by Woodbridge or Woodbridge’s Customers as a result of any breach by Supplier of the Purchase Order (including any portion of these Terms and Conditions). Supplier expressly acknowledges and agrees that should any Goods or Services fail to conform to the
warranties set forth herein or should Supplier fail to deliver any Goods or Services in accordance with the terms of the Purchase Order, including any technical specifications, quantities or delivery specifications, Supplier will, if requested by Woodbridge, reimburse Woodbridge for any special, incidental and consequential damages caused by nonconforming Goods or Services, including, but not limited to, costs, expenses and losses incurred by Woodbridge (i) in inspecting, repairing or replacing such nonconforming Goods or Services; (ii) resulting from production interruptions or plant shutdowns, (iii) in conducting Remedial Actions, and (iv) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Goods or Services. Supplier further acknowledges and agrees that any actual, anticipatory or threatened breach of the Purchase Order by Supplier may cause Woodbridge irreparable harm and that, in addition to all other rights and remedies which Woodbridge may have, Woodbridge shall be entitled to specific performance and interlocutory and permanent injunctive or other equitable relief as a remedy for any such breach.

14. DIRECT SUPPLY RELATIONSHIP

14.1. If a Woodbridge Customer directed, recommended, requested, suggested or otherwise identified Supplier as the source from which Woodbridge is to obtain Goods or Services (“Direct Supply Relationship”), then notwithstanding the particular payment terms applicable to the Purchase Order:

i. in no event will Supplier have a right to receive payment from Woodbridge for the Goods or Services except following, and in proportion to, Woodbridge’s actual receipt of payment for those goods in which the specific Goods are incorporated, or Services are applied;

ii. any lengthening of applicable payment terms from Customer to Woodbridge will automatically lengthen the payment terms as between Woodbridge and Supplier by an identical amount of time, and Woodbridge may, at its option and on notice to Supplier, otherwise revise its payment terms for Goods or Services to take into account any other change in the payment terms of Woodbridge’s Customer(s) for the Goods or Services under the Purchase Order;

iii. within three (3) business days of any change in price, scope, specifications or other terms negotiated or proposed between Supplier and Customer, Supplier will notify Woodbridge in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Woodbridge without Woodbridge’s specific written consent;

iv. any debits claimed by Customer arising from or relating to the Goods or Services will be passed through Woodbridge to Supplier;

v. without limiting any other rights and remedies of Woodbridge under the Purchase Order, Supplier will indemnify, defend and hold harmless Woodbridge from and against any and all Claims of whatever kind that are incurred by or asserted against Woodbridge by Customer arising from or relating to the Goods or Services supplied
by Supplier, including without limitation any charges or set-offs (including interim field service action cost recovery debits) taken by Customer against Woodbridge by reason of alleged defects in Goods or Services, even if such set-offs by Customer are before final determination of (and subject to adjustment based on) whether and to what extent defects in Goods or Services were a cause of a remedial action undertaken and related costs or damages incurred by Customer;

vi. Supplier shall be responsible to resolve all Customer related commercial issues (including pricing disputes), collection and/or insolvency risks of Customer, warranty charges, product liability claims, recalls, Intellectual Property matters and production interruptions arising from or relating to the Goods or Services (except in each case to the extent caused by Woodbridge) directly and exclusively with Customer, and Supplier will indemnify, defend and hold harmless Woodbridge for these matters; and

vii. if any requirement of Customer imposed by a Purchase Order on Supplier is found to be unenforceable or a gap exists or is created in the terms applicable to the Purchase Order through operation of law, conflict of terms or otherwise, the corresponding requirement(s) of Customer shall be applicable to and binding on Supplier for the benefit of Woodbridge.

15. NON-ASSIGNABILITY

15.1. Supplier may not assign, delegate or subcontract the Purchase Order or any interest in the Purchase Order, including any performance or any amount that may due under the Purchase Order, without Woodbridge’s express prior written consent. This provision shall not restrict Supplier in the procurement of component parts, provided that Supplier shall assign to Woodbridge all manufacturer’s warranties for such component parts not manufactured by Supplier, and shall take all necessary steps required by such third-party manufacturers to assign such warranties to Woodbridge. Supplier shall be solely responsible for ensuring that any and all third parties to whom Supplier assigns or subcontracts any of work under the Purchase Order are bound by all of the terms and conditions of the Purchase Order (which includes these Terms and Conditions). Woodbridge may assign any benefit or duty under a Purchase Order to any third party upon notice to Supplier with or without consent.

16. TERMINATION

16.1. Woodbridge may, at its option and in its sole discretion, terminate all or any part of a Purchase Order, effective immediately upon written notice to Supplier, and without any liability to Supplier, in the event: (i) Supplier ceases to exist, becomes insolvent, becomes the subject of bankruptcy or insolvency proceedings, a receiver or trustee is appointed for Supplier or Supplier executes an assignment for the benefit of creditors; (ii) Supplier is unable to promptly provide Woodbridge with adequate reasonable assurance of Supplier’s financial capability to perform any of Supplier’s obligations under the Purchase Order on a timely basis; (iii) Supplier fails or threatens not to deliver or perform Goods or Services in accordance with the terms of a Purchase Order; or (iv) Supplier repudiates, materially breaches or threatens to materially breach any term of the Purchase Order (including any
portion of these Terms and Conditions). Except for conforming Goods or Services delivered to and accepted by Woodbridge prior to termination, Woodbridge will have no obligation for payment to Supplier if Woodbridge terminates the Purchase Order or any portion thereof pursuant to this Subsection 16.1, and any such termination shall be without prejudice to any claims which Woodbridge may have against Supplier.

16.2. Supplier may not suspend or adjourn its performance of a Purchase Order for any reason. Supplier may terminate a Purchase Order for non-payment of any undisputed amount due for Goods or Services under the Purchase Order provided that: (i) Supplier gives Woodbridge written notice of Supplier’s intent to terminate the Purchase Order if such undisputed amounts are not paid, such notice setting out the specific Purchase Order, the amounts past due, and their due date; and (ii) Woodbridge fails to pay such undisputed amounts within sixty (60) days following receipt of Supplier’s written notice of its intent to terminate for non-payment. Other than the foregoing limited right to terminate for non-payment of undisputed amounts, Supplier may not terminate a Purchase Order for convenience or any other reason, unless explicitly authorized in writing signed by an authorized representative of Woodbridge.

16.3. In addition to any other rights of Woodbridge to terminate all or part of a Purchase Order, Woodbridge may at its option and in its sole discretion, terminate all or any part of a Purchase Order at any time for convenience or any other reason, upon at least fifteen (15) days written notice to Supplier, and notwithstanding the existence of any Force Majeure Event. Upon receipt of notice of termination under this Subsection 16.3, Supplier shall, to the extent directed by Woodbridge: (i) inform Woodbridge of the extent to which Supplier has completed performance of the Purchase Order as of the date of the notice of termination; (ii) cease all work under the Purchase Order; and (iii) take action to protect all property in Supplier’s possession or control in which Woodbridge has or may have an interest in pursuant to the Purchase Order. Supplier shall promptly submit to Woodbridge any claims relating to such termination, and in any event within fifteen (15) days from the effective date of the notice of termination of unless Woodbridge explicitly agrees otherwise.

16.4. Upon effective termination of the Purchase Order by Woodbridge under Subsection 16.3, Woodbridge shall pay to Supplier only the following amounts, without duplication: (i) the price specified in the Purchase Order for Goods and Services delivered or performed and accepted by Woodbridge prior to the effective date of termination that fully conform to the requirements of the Purchase Order and for which Supplier has not been paid; and (ii) the actual costs for work-in-process, component parts and raw materials directly incurred by Supplier as a result of performing its obligations under the Purchase Order, which costs shall have been authorized by Woodbridge in advance and only to the extent such costs are reasonable in amount and are properly allocated and apportioned under general accounting principles to the terminated portion of the Purchase Order. Under all circumstances and without regard to any quantities referenced in a Purchase Order, forecast or any other documents, Woodbridge shall not be liable to pay Supplier for: (i) Goods, Services, work-in-process, component parts or raw materials manufactured or procured by Supplier in amounts in excess of those authorized by the Purchase Order; (ii) Goods, Services, work-in-process, component parts or raw materials that are damaged or destroyed or that are not
merchantable or useable; (iii) any undelivered Goods, that are in Supplier’s standard stock or that are readily marketable; or (iv) work-in-process, component parts or raw materials inventory that can be used by Supplier in producing goods for itself or for others or that can be returned to Supplier’s suppliers or subcontractors for credit. Except as provided in this Subsection 16.4, Woodbridge shall not be liable for and shall not be required to make payments to Supplier directly, or on account of any claims by Supplier’s subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development or engineering costs, facilities and equipment, rearrangement costs or rental, unamortized depreciation costs, human resource cost or general and administrative burden charges resulting from or arising out of termination of all or part of the Purchase Order.

16.5. Subject to Section 19, Supplier may, with Woodbridge’s prior written consent, retain or sell at an agreed price any of the Goods, Services, work-in-process, component parts or raw materials inventory, the cost of which is allocated or apportioned to the Purchase Order under Subsection 16.4, and shall credit or pay the amounts so agreed or received as directed by Woodbridge, with an appropriate adjustment for any savings in delivery costs. Supplier shall, if directed by Woodbridge, transfer title to and make delivery to Woodbridge of any Goods, work-in-process, component parts or raw materials inventory not retained or sold.

17. TERM OF PURCHASE ORDER

17.1. Subject to Woodbridge’s or Supplier’s rights herein to terminate the Purchase Order, the Purchase Order shall be binding on Woodbridge and Supplier from the effective date of the Purchase Order for the length of the production life of the applicable original equipment manufacturer (“OEM”) vehicle program for which Woodbridge intends to incorporate the Goods and/or Services. Given the nature of the industry and OEM vehicle programs, Supplier acknowledges and agrees that it assumes the risk of the vehicle program production life being cancelled or extended by the OEM. Notwithstanding the foregoing, if a Purchase Order associated with an OEM vehicle program specifies a term or expiration period, then the Purchase Order should be binding for such specified time period only, subject to either party’s termination rights herein.

17.2. If the Goods or Services are not associated with a specific OEM vehicle program, then, subject to either party’s rights herein to terminate the Purchase Order, the Purchase Order shall be binding on Woodbridge and Supplier from the effective date of the Purchase Order for: (i) the term specified in the Purchase Order; or (ii) if no term is specified, for one (1) year from the effective date of the Purchase Order and will automatically renew for successive one (1) year periods following the initial term, unless either party provides written notice to the other, no less than ninety (90) days prior to the end of the current term, of such party’s intent not to renew the Purchase Order.

18. SERVICE AND REPLACEMENT PARTS

18.1. During the applicable vehicle program production life, upon receipt of a Release, Supplier shall sell to Woodbridge all Goods and Services necessary for Woodbridge to fulfill Woodbridge’s and its Customer’s service and replacement parts requirements for its current model year at the price set out in the Purchase Order or, if no price is set out in the Purchase
Order, at the then current production prices. If the Goods are systems, modules or assemblies, and the price of such systems, modules or assemblies is not set out in a Purchase Order, Supplier shall sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with the system, module or assembly.

18.2. After termination of the applicable model production of the vehicle involved, Supplier shall, upon receipt of a Release, sell to Woodbridge all Goods and Services necessary for Woodbridge to fulfill Woodbridge’s and its Customer’s service and replacement parts requirements for past model years at the prices then specified in the last Purchase Order for current model production, for the first five (5) years of past model service. For the following ten (10) years of past model service or such longer period as Woodbridge or its Customer requires service parts, the prices shall be as specified in the last Purchase Order for current model production, plus any actual net cost differential for manufacturing costs (if applicable) as mutually agreed between Woodbridge and Supplier. Unless otherwise expressly agreed in writing signed by an authorized representative of Woodbridge, or unless Woodbridge removes Tooling from Supplier necessary for the production of replacement or service parts, Supplier’s obligations under this Section 18 shall survive termination or expiration of the Purchase Order for any reason.

18.3. Unless otherwise specified in the Purchase Order or agreed to in writing signed by an authorized representative of Woodbridge, delivery or performance of all Goods and Services necessary for Woodbridge to fulfill Woodbridge’s and its Customer’s service and replacement parts requirements shall be within three (3) weeks of receipt of the applicable Release by Supplier.

19. TOOLING

19.1. Unless otherwise expressly agreed in writing signed by an authorized representative of Woodbridge, any materials, machinery, equipment, tools, jigs, dies, components, parts, fixtures, patterns, drawings, specifications, samples and facilities, including any replacements thereof, that are furnished by Woodbridge to Supplier or specifically obtained by Supplier at Woodbridge’s expense, and/or which are to become the property of Woodbridge under a Purchase Order (collectively, “Tooling”) shall be the sole and exclusive property of Woodbridge with the absolute right of possession in Woodbridge, free from any liens, claims or encumbrances of any type or nature whatsoever. All Tooling shall be clearly marked by Supplier as “PROPERTY OF ____________”, with Supplier to insert “WOODBRIDGE” or the name of Woodbridge’s Customer, as directed by Woodbridge. Supplier shall hold the Tooling as a bailment only. Supplier shall use the Tooling only in performance of work for Woodbridge. The Tooling shall be held by Supplier at Supplier’s risk, shall be kept insured by Supplier at Supplier’s expense, against loss or damage in amounts equal to full replacement value, and shall be subject to immediate return to Woodbridge at Woodbridge’s written request. Supplier shall, at Supplier’s expense, maintain all Tooling in at least as good condition and repair as when originally received or acquired by Supplier, reasonable wear and tear excepted, and shall, if and as necessary, replace any items that are worn, damaged or destroyed. Woodbridge
does not provide any representations, assurances or warranties whatsoever with respect to the Tooling. Upon the completion or termination of a Purchase Order, all Tooling shall be retained by Supplier, at Supplier’s expense, until disposition instructions are received from Woodbridge. If Supplier or Woodbridge defaults under the Purchase Order, Supplier shall upon Woodbridge’s demand immediately deliver Woodbridge’s Tooling to Woodbridge and, if Woodbridge so requests, grant Woodbridge access to Supplier’s premises for the purpose of removing Woodbridge’s Tooling.

19.2. Woodbridge will approve the payment of eighty (80%) percent of reasonable Tooling cost only after the successful completion and approval of the Production Part Approval Process (“PPAP”) sample submission by Woodbridge to its Customer. Payment of the balance for such Tooling cost will be approved for payment only after a successful audit and full payment to Woodbridge for such Tooling by Woodbridge’s Customer. Supplier acknowledges and agrees that a Tooling Purchase Order and the compensation to be paid thereunder are subject to a successful audit by Woodbridge. Woodbridge shall have the right to audit Supplier’s books and records for a period of two (2) years after PPAP submission by Woodbridge to its Customer and in the event that Woodbridge determines that any amount was not properly payable Woodbridge may debit Supplier’s accounts for such amount.

20. FORCE MAJEURE

20.1. Neither party shall be liable for any failure or delay to perform its obligations under a Purchase Order if and to the extent such failure or delay is due to an act or occurrence beyond that party’s reasonable control and without its fault or negligence such as an act of God, government embargo, fire, earthquake, natural disaster, war, riot, or inability to obtain power (a “Force Majeure Event”), provided that written notice of such failure or delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days from the occurrence of such Force Majeure Event. A Party’s insolvency or lack of financial resources shall not constitute or be deemed to constitute a Force Majeure Event. Supplier acknowledges and agrees that any change in the cost, availability or profitability of goods, materials (including raw materials) or components based on market or economic conditions, supplier’s actions, or contract disputes, or any labor strike or other labor disruption applicable to Supplier or any of its subcontractors or suppliers, shall not excuse Supplier’s non-performance under theories of force majeure, commercial impracticability or otherwise and Supplier specifically assumes these risks.

20.2. In the event of Supplier’s delay or failure to perform its obligations as a result of a Force Majeure Event, Woodbridge may, at its option and in its sole discretion, without any liability to Supplier: (i) extend the date of delivery of Goods or performance of Services for a period equal to the time lost because of the delay; (ii) procure Goods or Services from other sources and reduce the total Goods or Services ordered and amount payable to Supplier by such quantities; (iii) require Supplier to deliver to Woodbridge at Woodbridge’s expense all work-in-process, component parts and raw materials produced or acquired for work under the affected Purchase Order; and/or (iv) have Supplier provide Goods or Services from other sources in quantities and at times requested by Woodbridge,
at the price set out in the Purchase Order. In addition to any other right of termination available to Woodbridge, Woodbridge may terminate all or any part of the Purchase Order without liability, immediately upon written notice to Supplier, if any delay or failure to perform by Supplier exceeds twenty (20) days, and Supplier shall reimburse Woodbridge for reasonable costs associated with such termination.

21. LIMITATION OF LIABILITY

21.1. WOODBRIDGE’S MAXIMUM AGGREGATE LIABILITY TO SUPPLIER ARISING FROM OR RELATING TO A PURCHASE ORDER, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL PRICE PAYABLE BY WOODBRIDGE FOR THE GOODS AND/OR SERVICES STATED IN THE PURCHASE ORDER, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, WOODBRIDGE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF WOODBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. CONFIDENTIALITY AND NON-DISCLOSURE

22.1. Supplier shall safeguard and hold all Information (as defined in Subsection 22.2) in strict confidence, and, except with the prior written consent of Woodbridge, shall: (i) not disclose such Information, in whole or in part, to any other person or third party; (ii) not use such Information, in whole or in part, for any purpose except as is necessary for Supplier’s performance of the Purchase Order; (iii) keep the Information in a safe and secure place and establish and maintain adequate security measures to safeguard the Information from unauthorized access or use, including but not limited to implementing any reasonable security measures required by Woodbridge; and (iv) at the written request of Woodbridge or in any event on termination or completion of the Purchase Order, at Woodbridge’s option, return or destroy all documents or other records containing Information to Woodbridge and confirm to Woodbridge that it has done so in writing. For greater clarity, Supplier shall disclose the Information only to those of Supplier’s directors, officers, agents and employees (collectively, “Representatives”) who have a need to know the Information to assist Supplier in providing the Goods and Services under the Purchase Order. Supplier warrants that each such Representative will have agreed in writing, either as a condition to employment or in order to access the Information, to be bound by obligations of confidentiality at least as restrictive as set forth herein. Supplier shall, at all times, be liable for the failure of any of its Representatives to comply with the terms of the Purchase Order.

22.2. For the purposes of the Purchase Order, “Information” means all information, however recorded, preserved or disclosed, that is disclosed or made available by Woodbridge or Woodbridge’s Customer to Supplier, including without limitation all drawings, reproductions, specifications, designs, engineering instructions, photographs, parts lists, plans, reports, working papers, computations, trade secrets, information pertaining to customers, pricing or marketing, information pertaining to business operations and strategies, Purchase Orders and information relating to the same. “Information” shall not include information which: (i) is or became available to the public through no fault of
Supplier or its Representatives; (ii) was obtained in good faith by Supplier from a third party who was lawfully in possession of such information and who was not subject to an obligation of confidentiality owed to Woodbridge or Woodbridge’s customer; or (iii) was independently developed by Supplier, without reference to Information, as evidenced by Supplier’s contemporaneous written records. Supplier shall not advertise or otherwise disclose that Woodbridge has contracted with Supplier to purchase Goods or Services without Woodbridge’s prior written consent.

22.3. All Information is and shall remain the property of Woodbridge or Woodbridge’s Customer, as applicable, and Supplier shall not acquire, nor attempt to acquire, any Intellectual Property or any other right, title or interest in or to the Information.

22.4. Supplier shall use the same degree of care, and in any event not less than reasonable care, to safeguard the confidentiality of the Information that it uses to protect its own secret information, and to keep the Information in a secure location at all times. If Supplier is required to disclose Information in order to comply with laws, regulations or a court order, Supplier shall disclose such Information only to the extent necessary for such compliance, provided, however, that Supplier shall give Woodbridge prompt advance written notice of such requirement to disclose Information so that Woodbridge or Woodbridge’s customer may seek an appropriate protective order or other similar remedy, and Supplier shall use its best efforts to secure confidential treatment of the Information to be disclosed.

22.5. Notwithstanding any document marking to the contrary, any information that Supplier has disclosed or may later disclose to Woodbridge and which in any way relates to the Goods or Services covered by a Purchase Order will not be deemed to be confidential or proprietary information of Supplier and will be acquired by Woodbridge free from any restrictions, unless otherwise specifically agreed to in writing by an authorized representative of Woodbridge.

22.6. Supplier’s obligation of confidence shall survive expiry or termination of the Purchase Order and will continue for the longer of: (i) a period of five (5) years after termination or expiration of the Purchase Order, or (iii) as long as the Information remains a trade secret, whichever is longer, and unless a longer period is specified in writing by Woodbridge. Notwithstanding anything to the contrary in the Purchase Order, any confidentiality or nondisclosure agreement between the parties that predates the effective date of the Purchase Order will remain in effect except as expressly modified by the Purchase Order, and to the extent of a conflict between the express terms of such an agreement relating to the Information and this Section 22, the terms of that agreement will control with respect to the Information.

23. COMPLIANCE WITH LAWS AND CODE OF BUSINESS CONDUCT AND ETHICS

23.1. Supplier, and any Goods or Services supplied by Supplier, will comply with all Applicable Laws. Without limiting the foregoing, while supplying Goods or Services under a Purchase Order, Supplier will comply with the US Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, local anti-corruption laws and all other laws
prohibiting any form of commercial or private bribery and Woodbridge’s Global Anti-Bribery and Corruption Policy.

23.2. Supplier represents and warrants that: (i) neither Supplier nor any of its subcontractors or suppliers will engage in or permit substandard working conditions in the supply or performance of the Goods or Services under the Purchase Order; (ii) child labor or underage labor, as defined by Applicable Laws, will not be utilized; (iii) Supplier will not allow any form of forced or compulsory labor; (iv) Supplier’s workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers’ councils or to otherwise refrain from joining such organizations as they so choose, in accordance with all Applicable Laws; (v) Supplier’s workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs; (vi) Supplier’s workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety; (vii) Supplier’s workers shall be compensated with wages and benefits that comply with Applicable Laws, including minimum wages, overtime hours and legally mandated benefits; and (viii) working hours shall comply with all Applicable Laws regulating hours of work.

23.3. All materials used by Supplier in the Goods or in their manufacture or in the provision or performance of Services will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale, use and destination.

23.4. Supplier and its employees and contractors will abide by the Woodbridge’s Code of Business Conduct and Ethics (available at https://www.woodbridgegroup.com) and Supplier’s own equivalent ethics policy.

23.5. Supplier shall furnish Woodbridge with certificates of compliance, where required under Applicable Laws or when requested by Woodbridge. Each invoice rendered to Woodbridge under a Purchase Order shall constitute further written confirmation by Supplier that Supplier has fully complied with all Applicable Laws. Upon request, Supplier shall furnish Woodbridge with such written verification as Woodbridge deems necessary to certify the origin of any ingredients or materials used in the Goods or Services. Supplier shall also promptly furnish to Woodbridge all documents and other information requested by Woodbridge so that Woodbridge may comply in a timely manner with all Applicable Laws, including without limitation any laws governing consumer protection, conflict minerals or similar materials or ingredients. Supplier will participate in or respond to, at Supplier’s expense, any audit, investigation, inquiry, certification or screening process reasonably requested by Woodbridge or its third-party vendors to verify Supplier’s compliance with this Section 23.

24. GOVERNMENT CONTRACT NON-DISCRIMINATION IN EMPLOYMENT PROVISION

24.1. If any Purchase Order is in furtherance of a government contract or subcontract or is
otherwise subject to any legislation governing such contracts, the contract provisions required therein are hereby incorporated by reference and Supplier shall comply with all Applicable Laws applicable to Woodbridge as a government contractor or subcontractor.

25. GOVERNING PROVISION

25.1. All Purchase Orders (including these Terms and Conditions) shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, notwithstanding any conflicts of laws. Notwithstanding anything to the contrary in the Purchase Order, the rights and obligations of the parties shall not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods or any other conventions relating to laws on the uniform sale of goods.

26. SUPPLIER REQUIREMENTS MANUAL

26.1. The Woodbridge Group Supplier Requirements Manual (which may be found on Woodbridge’s website www.woodbridgegroup.com), as may be amended or updated from time to time, is incorporated herein by reference. Supplier shall comply in all respects with The Woodbridge Group Supplier Requirements Manual for any period of time Supplier provides Goods or Services to Woodbridge.

27. RIGHT OF ENTRY AND INSPECTION

27.1. Woodbridge and its representatives shall have the right, during normal business hours or, in the event of a shutdown, at reasonable time, to enter Supplier’s place of business, offices, warehouses and production facilities: (i) to inspect Supplier’s processes, quality systems, materials, equipment, Goods, Tooling and any other property of Woodbridge pursuant to a Purchase Order, and, (ii) without a Court order, to enter upon Supplier’s property and remove any property belonging to Woodbridge or any Customer of Woodbridge, including without limitation any Tooling, Goods or other inventory that has been sold or agreed to be sold to Woodbridge under a Purchase Order. Woodbridge shall also have the right to interview any of Supplier’s current and former employees. Woodbridge’s inspection, or failure to inspect, whether at the time of manufacture, delivery or within a reasonable time after delivery does not relieve Supplier of any of its obligations or warranties under a Purchase Order.

28. AUDIT RIGHTS

28.1. During the term of a Purchase Order and for a period of ten (10) years thereafter, Woodbridge and its representatives shall have the right, upon reasonable notice to Supplier, to access to all pertinent information relating to a Purchase Order (including documents, data, books, records, receipts, correspondence and other materials) in the possession or under the control of Supplier, for the purpose of verifying Supplier’s compliance with a Purchase Order, including without limitation, for the purpose of auditing any charges under a Purchase Order. Unless otherwise agreed to in writing by an authorized representative of Woodbridge, Supplier shall maintain all pertinent information relating to each Purchase Order for a period of ten (10) years after completion of Services or the end of provision of Goods under such Purchase Order. In the event an audit shows any price discrepancy or
Supplier’s non-compliance, Supplier shall reimburse Woodbridge for such discrepancy or other loss caused by its non-compliance with the Purchase Order, together with interest at an annual rate of twelve percent (12%) (or such maximum rate allowed by Applicable Law, if lower), plus the cost of such audit.

29. NOTICE

29.1. All notices, demands, and other communications given or delivered under the Purchase Order shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of electronic confirmation of receipt if sent by e-mail, facsimile or other wire transmission, (c) three days after being deposited in the certified or registered mail, postage prepaid, or (d) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the parties shall, unless another address is specified in writing, be sent to the address and email address specified in the applicable Purchase Order.

30. SURVIVAL

30.1. The obligations of Supplier to Woodbridge shall survive expiration or termination of the Purchase Order for any reason, except as otherwise expressly stated in the Purchase Order.

31. SEVERABILITY

31.1. If any one or more provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision, and the Purchase Order shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties hereunder.

32. CONSTRUCTION

32.1. The headings and numbering of sections used herein are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of the Purchase Order or the particular section to which they relate. The Purchase Order shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

33. FURTHER ASSURANCES

33.1. Supplier agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by Woodbridge for the carrying out or performing of the provisions of the Purchase Order.

34. ENTIRE AGREEMENT

34.1. The Purchase Order (which includes these Terms and Conditions) constitutes the entire
agreement by and between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements by and between Supplier and Woodbridge with respect to such subject matter. The Purchase Order may be modified only by a written addendum signed by authorized signatories of both parties. No waiver of any provisions of the Purchase Order and no consent to any default under the Purchase Order shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of the Purchase Order shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.