



## GENERAL TERMS AND CONDITIONS PURCHASE ORDER

1. Acceptance of entire Agreement: These Purchase Order General Terms and Conditions (hereinafter defined as the "GTC"), including the terms and conditions on the face of the Purchase Order (the "PO") delivered by Loop Canada Inc. ("Loop") and all proposals, designs, plans and other documents specified by Loop in such Purchase Order (hereinafter collectively defined as the "Contract") shall govern all purchases made by Loop from the Supplier (as these parties are defined or otherwise identified on the Purchase Order) of goods, products, or other equipment, including any software imbedded therein (the "Products") and/or services (the "Services") as such are more further described in the Contract. (Loop and Supplier are together the "Parties", and each a "Party" hereto).

Unless governed by a separate and specific agreement mutually agreed to in writing, executed by an authorized representative of both parties, this Contract shall constitute the complete and final written agreement between Loop and the Supplier and supersedes all other agreements and understandings between the Parties regarding the supply of the Products and the performance of the Services pursuant to the Contract. No other terms, whether consistent or conflicting with the Contract, are a part of the contract, even if such terms are provided on the Supplier's form.

The Supplier's terms and conditions, whether included by reference in this Contract or in any other document delivered or issued by the Supplier and regardless if accepted in writing by Loop, shall not be binding to Loop unless Loop agrees to the acceptance of such terms and conditions. Furthermore, and upon Loop's acceptance, the Supplier's terms and conditions shall constitute an amendment to this specific Contract, with Loop's acceptance clearly referenced in the main description of the Purchase Order.

2. Modifications: The Supplier may not amend the GTC, including the Specifications (as defined below), without obtaining Loop's prior written consent and any amendments agreed to by the parties must be incorporated into the PO. Loop may, by written notice through its Authorized Intermediary, make any changes to a PO at any time. If such a change causes an increase or decrease in the cost of performance or the time required to perform the PO in question, the parties must agree on an equitable adjustment followed by a change order. The Supplier shall be deemed to have waived any request for adjustment unless it has done so within five (5) business days of the Supplier's receipt of a change order, by means of a written document accompanied by a firm proposal including the additional cost or time required to execute the change. However, nothing in this clause shall relieve the Supplier from performing the PO as amended. Notwithstanding the foregoing, (i) Loop may, at its discretion, automatically change the delivery schedule of the PO on a cost-neutral basis if the change does not affect the scheduled delivery date within the following four (4) week period, and (ii) the Supplier must use its best efforts to change the scheduled delivery dates within the following four (4) week period, and Loop shall not hold the Supplier responsible if the Products cannot be delivered despite such efforts.

3. Pricing and payment: The Products supplied or to be supplied and the Services performed or to be performed pursuant to this Contract shall not be invoiced at a higher price than set out in the Purchase Order without the prior

written consent of Loop. The price set out in the Purchase Order is all inclusive and, subject to this Section 3, Supplier is not entitled to receive any additional payment unless expressly set out and agreed to in writing by Loop. Unless expressly stated in the Contract, no charges will be allowed for packing, crating, freight surcharges, expedited delivery or cartage.

4. Taxes: The Supplier confirms that he is registered for the Goods and Services Tax (GST) and Quebec Sales Tax (QST). It is understood that the price stated on the PO includes all taxes and fees, royalties, commissions and other incidental disbursements, if any, in respect of the Products or Services provided and the Supplier shall be liable for the same, except for applicable sales taxes, which will be paid by Loop. All applicable taxes and duties must be shown separately on each invoice.

5. Specifications: The Supplier agrees to design, manufacture and supply the Products and perform the Services required under the PO in accordance with applicable designs, templates, software, programs, modules, flowcharts, models, data, specifications, samples or other descriptions or instructions provided or agreed to by Loop (the "Specifications"). The Supplier acknowledges that the Specifications provided by Loop are the property of Loop and constitute Confidential Information (as defined below) of Loop.

6. Delivery: Any date or time specified in the PO shall be a material condition of the Supplier's performance hereunder. Unless otherwise directed in writing by Loop (i) the Products or Services must be delivered in full on the dates and at the locations specified in the PO, and (ii) the Supplier may not make advance or partial shipments. Loop reserves the right to withhold any early delivery or excess quantity of Products delivered and to make payment as if delivery had been made according to schedule or to return the products in question at the Supplier's expense. The Supplier assumes the risk of loss and shipping costs associated with any quantity of excess Products. The Supplier shall be liable for any damage arising from a delay in delivery unless the delay constitutes an Excusable Delay (as defined below) in accordance with clause 24 (Excusable Delay) of the General Conditions.

7. Packaging and Shipping: All Products to be delivered to LOOP shall be packed and packaged in accordance with applicable laws and with instructions or specifications in this Contract or referred to in drawings or specifications for the Products. The Supplier shall ship the Products "FCA Seller's Premises" (Incoterms 2020) unless otherwise specified in the PO. In the absence of any such instructions or specifications on packing and packaging, Supplier shall (i) comply with the best commercial practice for shipment adequate for safe arrival of the Products at Loop's specified destination, storage against weather and the mode of selected transportation, (ii) comply with carrier regulations and (iii) secure the lowest possible transportation rates (including motor truck, express and parcel post, or in accordance with such special shipping instructions as issued by Loop).

A separate invoice showing the PO number, item numbers, quantity, unit price and calculated value is required for each PO. Likewise, each shipment must be accompanied by the necessary packing slips and certificates of conformity, as well as all applicable export, import or other permits or licences. The location of each packing slip must be clearly marked on the container. The complete PO number must be clearly indicated on all documents and on each package of a shipment.

All deliveries to the Loop Site shall be approved by Loop at least 48 hours before the scheduled time of delivery. Direct-from-manufacturer shipments shall comply with this section.

8. Import and Export: The Supplier is responsible for knowing and complying with all applicable import and export laws including government approvals, licences, permits and other required documentation, as well as any industry guidelines and standards that are necessary for the importation, use or return of the Products and the performance of the Services in Canada. The Supplier shall indemnify Loop against any damages, liabilities, penalties, losses, costs, or expenses, including legal fees and expenses, which may be imposed on Loop

or which Loop may incur in connection with any violation of applicable import and export laws and regulations by the Supplier.

9. Acceptance of Products and Services: (a) All Products and Services are subject to approval by Loop. The Supplier must ensure that the Products or Services supplied meet all the requirements of the Specifications. If Loop determines that the Products delivered, or Services provided do not conform to the requirements of the Specifications, Loop shall notify the Supplier and the Supplier shall correct the defects of the Products or Services to the satisfaction of Loop. (b) Any non-conforming Product shall, at Loop's sole discretion, either be returned to the Supplier for repair at no cost to Loop, or repaired by Loop entirely at the Supplier's expense, and Loop shall debit the Supplier's account accordingly. The Supplier shall provide Loop with new replacement products, DDP (Incoterms 2020), within ten (10) business days of receipt of the non-conforming products. If Services are non-conforming, Loop shall have the option of either having the Supplier re-provide the Services or reimburse Loop for the portion of the PO price associated with the non-conforming Services. The Supplier shall respond to any request for corrective action by Loop within ten (10) business days of receipt of such request and shall implement its corrective action within a time frame acceptable to the parties.

10. Intellectual Property: "Intellectual Property" means the following: information, knowledge and thought processes that are protected by patents, trademarks, copyrights, license agreements and any other exclusive right on processes, knowledge or information that is protected by an international, federal or state law.

Each party retains ownership of its intellectual property rights existing prior to the conclusion of this Contract. Unless otherwise agreed by the parties in writing, (i) title and ownership of any products or deliverables resulting from the Services paid for by Loop shall revert to Loop upon delivery (the "Acquired Property"), and (ii) Loop shall have all rights to use, modify, further develop and create derivative works of, or otherwise modify, distribute or otherwise assign the Acquired Property. The Supplier shall sign any document required by Loop to give effect to the foregoing. Notwithstanding the foregoing, this provision does not apply to Pre-existing Intellectual Property as defined below. To the extent that the Supplier, in order to perform its obligations under this Contract, is required to use: (i) concepts, know-how, ideas, knowledge, methodologies, proforma documents, templates and techniques developed by the Supplier, other than the Products or other deliverables in the course of providing the Services; (ii) the Supplier's registered intellectual property rights in the Products, equipment, software and materials used by the Supplier to perform its obligations hereunder (collectively, the "Pre-existing Intellectual Property"), then as part of the consideration payable under this Contract to the Supplier, the Supplier hereby grants Loop a royalty-free, perpetual, non-exclusive, transferable license to use the Supplier's Pre-existing Intellectual Property for the purpose of using, modifying, improving, updating or maintaining the Products or deliverables expected in connection with the performance of the Services. The Supplier waives and relinquishes any moral rights or other rights whatsoever in respect of the Acquired Property. The Supplier represents and warrants that it has all rights required to grant the ownership rights or license rights, if any, under the PO and to agree to the PO, and that the rights granted hereunder do not infringe the intellectual property rights of any third party.

11. Intellectual Property Indemnity: The Supplier shall notify Loop If the Supplier has or acquires knowledge of any Intellectual Property rights pursuant to which a suit for alleged infringement thereof can reasonably be brought in connection with the Services rendered or the Products delivered pursuant to this contract.

The Supplier shall defend, indemnify and hold Loop harmless, at the Supplier's expense, from and against any third-party claims threatened or filed with the courts arising out of or related to the Products or Services which may be brought against Loop, its affiliates, successors and assigns, at any time for infringement, of any third party Intellectual Property rights. The Supplier shall

pay the costs and expenses of any such action or suit, including reasonable fees and expenses of experts and legal counsel of Loop's choice and selection, and the Supplier shall also pay and save Loop free and harmless from damages or other sums awarded or assessed in any such action or suit. No compromise or settlement directly or indirectly affecting Loop's operations may be agreed to without Loop's consent, which will not be unreasonably withheld.

If the Products, or any component part furnished hereunder, are held to infringe, or their use is enjoined, the Supplier shall and at its own expense: procure for the benefit of Loop and its successors and assigns, the right to continue using the Products; replace the Products with a substantially equivalent non-infringing product; or modify the Products so they become non-infringing with substantially equivalent performance. The Supplier's obligations must be performed in such a manner so as not to interfere with Loop's operations as determined in Loop's sole discretion. Should the Supplier fail to comply with above within the time period set out by Loop, Loop reserves its right to return the infringing Products to the Supplier at the Supplier's expense, in which case the Supplier shall refund the purchase price to Loop within ten (10) days from the delivery of the infringing Products.

12. Products warranty: The Supplier hereby guarantees that all products (i) are produced in accordance with the terms of this contract and adequate for the purposes for which they are intended; (ii) comply with all then existing applicable federal, provincial, municipal and local laws, ordinances and government rules, regulations and requirements; (iii) strictly conform to the specifications, drawings, samples, or other furnished; (iv) are new, unless otherwise provided for the Purchase Order, of merchantable quality, and free from all defects whether apparent or latent; and that the workmanship of the Products is of the highest standard and, where the materials to be used are not specified, the materials used must meet the highest standard of quality.

Services warranty: The Supplier hereby guarantees that (i) all Services shall comply with all then existing applicable federal, provincial, municipal and local laws, ordinances and government rules, regulations and requirements; (ii) The Supplier shall perform its obligations for the benefit of Loop in a professional, workmanlike, and timely manner, consistent with industry standards in effect with respect to suppliers providing similar Services in the geographic location where the Services are being performed and in compliance with any subject matter of the Contract or similar document included in the Contract; and (iii) in carrying out its obligations under this Contract, The Supplier shall exercise the degree of care, skill and diligence exercised by prudent and experienced suppliers that provide similar Services.

All products will be subject to inspection and approval by Loop. Final inspection will be made after the Products are delivered to Loop. If the Products are rejected, they will be held for disposition at the Supplier's risk and expense and any payment on account thereof shall be promptly refunded by the Supplier. Any inspection or approval performed at the Supplier's location or elsewhere during or after manufacture, regardless of such inspection or approval was provided for by the terms of this Contract, shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the foregoing right of inspection and approval or rejection after receipt of the Products by Loop at Loop's location. The Supplier may be given reasonable opportunity to correct defects after the receipt of such Products by Loop, but only in the case correction can be made within a reasonable period of time. The Supplier guarantees that any Products, Services, or any part thereof found defective or that do not meet any of these warranties within one (1) year after such products or part thereof are put into use by Loop, or within one (1) year after such Services or part thereof are performed by the Supplier, will be promptly repaired, replaced or re-performed without charge. Such repair, replacement or re-performance shall also be warranted for one (1) additional year after the date the repair, replacement or re-performance is completed including delivery and installation where applicable. If such repair, replacement, or re-performance is insufficient in Loop's sole discretion, the full original cost of such Product or Service shall be refunded to Loop. Such remedies are without prejudice to any other remedy of Loop under this Contract or applicable laws.

13. Audit and Verification: Loop reserves the right, directly or through its designated representatives, to audit the Supplier, any subcontractor and their respective books and records in this respect and to audit the Supplier's or any subcontractor's facilities to ensure compliance with any applicable laws or regulations and the terms of this Contract and as a prerequisite to Loop's obligation to make payments under this Contract, namely under section 3. The Supplier shall make available to Loop all data, drawings, assemblies, and other information reasonably requested by Loop. The Supplier shall ensure that it obtains a comparable right of audit and verification in respect of any subcontractor it uses in connection with the Contract.

14. Supplier's Representatives: The Supplier represents and warrants that its directors, officers, employees, subcontractors, representatives, agents, or professional advisors (collectively, "Supplier's Representatives") manufacturing or delivering the Products or performing the Services have the necessary skill and expertise to perform the obligations hereunder and that the Products and Services will be manufactured, delivered and performed in a professional, competent and workmanlike manner. The Supplier undertakes to ensure that the Supplier's Representatives comply with the provisions of this Contract and expressly agrees that it shall be liable for any breach hereof by the Supplier's Representatives. To the extent that a Supplier's Representative is present at Loop's offices, the Supplier and such Supplier's Representative shall be subject to the regulations, policies, rules, and guidelines (including without limitation access to and use of Loop's computer systems and facilities) in effect from time to time within Loop to ensure the safe, orderly and efficient conduct of Loop's operations. The Supplier agrees that each Supplier's Representative present at Loop's offices shall comply with its rules, policies and guidelines. Each Supplier's Representative present at Loop's offices shall be subject to any security rules that may be imposed from time to time by Loop.

15. Confidential Information: All information and materials provided orally or in writing to the Supplier by Loop, its affiliates, their directors, officers, employees, representatives, advisors, customers, depositors, suppliers or agents (collectively, "Loop Representatives") which come to the attention of the Supplier or the Supplier's Representatives in connection with this Contract or which are prepared by the Supplier or the Supplier's Representatives shall be held in strict confidence ("Confidential Information"). The Supplier and the Supplier's Representatives shall not, without the prior written consent of Loop, in any way disclose the Confidential Information, in whole or in part, or use it, directly or indirectly, for any purpose whatsoever, at any time, other than for the purposes of the Contract. Upon termination of the Contract, whether voluntary or involuntary, the Supplier or the Supplier's Representatives shall return all copies of the Confidential Information to Loop or destroy all copies and provide an affidavit attesting to their destruction.

16. Advertising: Without Loop's prior written consent, the Supplier shall not: advertise, promote, or publish the fact that Loop has contracted to purchase, or requested the performance of Services, from the Supplier; disclose information relating to the Contract (including the existence thereof); or use the name or mark(s) of Loop or any of its affiliates in advertising, press release or any other publications or media.

17. Liability: The Supplier agrees to indemnify, defend and hold Loop and (i) Loop Representatives and (ii) Loop's successors and subcontractors (collectively, "Indemnified Parties") harmless from and against any and all losses, personal injuries (including death), damages, liabilities, costs and expenses of any kind (including reasonable attorneys' fees and other costs of defending an action) that such parties may suffer or incur in connection with the enforcement of this Contract or as a result of any claim based on the Contract, negligence, breach of warranty, tort, proprietary right, intellectual property right or moral right, except to the extent that the same are attributable solely to the gross negligence or wilful misconduct of the Indemnified Parties.

18. Insurance: Without limiting the Supplier's commitment to indemnify, defend and hold harmless Loop of any liability, as provided hereunder, the

Supplier shall procure and maintain appropriate insurance coverage meeting or exceeding the following requirements: a) General Liability: General liability insurance must be in the name of the Supplier and shall include Loop as an additional insured and shall be in an amount not less than \$5,000,000 per occurrence for bodily injury, death, and property damage, including liability for goods and deprivation of use of such goods, with regard to the Supplier, its subcontractors, and their respective employees and agents. Such coverage shall also include sudden and accidental pollution; b) Automobile Insurance: The automobile liability insurance prescribed by law and covering every vehicles owned or leased by the Supplier or its subcontractors, or of which they have the care, custody or control, with a minimum amount of, for all types of damages, \$2,000,000 per occurrence, and any other automobile insurance coverage required by law; c) Professional Liability Insurance: Where the Supplier provides design, engineering or other professional services and its professional errors or omissions may result in loss or damage to Loop or be the origin of claims against Loop, the Supplier shall be insured against errors and omissions with a coverage in the amount of \$2,000,000 per claim, for the duration of the Contract and at least three years thereafter, underwritten by insurers approved by Loop; Supplier must ensure that such insurance policy or policies do not exclude any liability that may arise from its professional errors or omissions in connection with the Products and Services provided.

Without limiting the foregoing, the policy must not include an exclusion clause for defaults of design or construction. Notwithstanding any provision to the contrary, this professional liability insurance shall not, under any circumstances, cover the liability of Loop or its employees and, consequently, Loop shall not be identified as an additional insured. A waiver of subrogation clause must be granted by the Supplier's insurers in favour of Loop on general liability, umbrella and/or excess liability and property insurance policies. In addition to the insurance coverages mentioned in this clause, Loop reserves the right to require the Supplier to take out certain specific insurance coverages where applicable (e.g., pollution, drone, crane operators, etc.). The Supplier shall ensure that all its subcontractors comply with these requirements.

Supplier must provide to Loop all insurance certificates in good standing order to Loop for all insurance coverages provided for in this section prior to pursuing its obligations under the Contract. All certificates shall indicate that all insurers must provide Loop with thirty (30) days prior written notice before cancelling, terminating, or modifying any protection described above and prior to reducing any set coverage limits. In addition to the remedies granted to Loop under the Contract or applicable laws, Loop shall have the right, in its discretion, to terminate this Contract or withhold payments due to the Supplier until the Supplier provides the required insurance certificates in accordance with this Contract.

The Supplier shall indemnify Loop for any loss or injury that may result from the non-compliance with the provisions of this section, including the increase of insurance premiums, the increase of the deductible and the reduction of insurance coverage. These insurance provisions are intended to be a separate and distinct obligation of the Supplier. The insurance provisions shall be enforceable and the Supplier will be bond thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work is performed. In the event of a claim, the responsibility for any excess shall be borne by the Supplier.

19. Compliance with the Law: Supplier warrants that the Products sold, or Services provided hereunder have been and will be produced and provided in full compliance with all applicable laws and regulations, including but not limited to, environmental and health and safety laws and regulations, as well as requirements that chemicals furnished hereunder be reported. The Supplier shall deliver to Loop, upon Loop's request, all certificates and forms necessary in Loop's judgment to certify compliance with all such applicable environmental laws and regulations.

The Supplier must also, when it provides Services at any Loop site(s), comply with all applicable policies, procedures, rules and other conditions of Loop,

including those relating to health and safety and those relating to the prohibiting against drug and alcohol. In the event of non-compliance with any provision of this section, Loop may, at its discretion, immediately terminate this Contract without any further payment obligation.

20. Code of Ethics: By accepting this Contract, the Supplier also agrees to adhere to Loop's Supplier Code of Ethics as documented on its website at [www.loopindustries.com](http://www.loopindustries.com). In accordance with Loop's Supplier Code of ethics, the Supplier must comply with all applicable anti-corruption laws and agrees: (a) to respect the personal dignity, privacy and the rights of each individual; to refuse to employ or make anyone work against his or her will; to provide fair remuneration and to comply with the applicable minimum wage and maximum working hours laws, and prohibitions against child labor; to refuse to tolerate discriminatory practices or unacceptable treatment of employees; (b) to take health and safety precautions for its employees, including to control hazards, provide a safe working environment, take the best reasonably possible precautionary measures against accidents and occupational diseases, and comply with applicable environmental protection standards and laws; and (c) in regards to its supply chain, to use reasonable efforts to promote among its suppliers compliance with this code of conduct; and to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Loop may immediately terminate this Contract without any further payment obligations, for the Supplier's failure to abide by these representations and warranties.

21. Absence of Event: The Supplier or its representatives warrants that they have no reason to believe that they may be under investigation or prosecution of any kind for fraud, economic crime, bribery, breach of trust, forgery, system intrusion, or any similar offence or criminal act that may affect or be related, directly or indirectly, to this Contract. The Supplier agrees to sign any declaration of Absence of Event at Loop's request.

22. Change in the Supplier's Representations: The Supplier agrees to notify Loop in writing of any fact that renders or is likely to render inaccurate or incomplete the representations and statements made herein by Supplier. If it fails to do so, Loop may terminate this Contract in accordance with clause 23.

23. Term and Termination: This Contract shall continue for the duration stated on the Purchase Order, and if no term is stated, the Contract shall continue until the Products are delivered and accepted, or the Services are performed.

Loop shall have the right to terminate the Contract or any part thereof at any time for any reason following a prior written notice to the Supplier to that effect. On the effective date of the termination indicated in the termination notice, the Supplier shall:

- (i) Unless otherwise specified in the termination notice, immediately cease performance of the Contract with respect to any part that is the subject of the notice;
- (ii) Immediately take every measure possible to minimize the liabilities it may incur following termination;
- (iii) Promptly remit to Loop any goods, tools, materials and equipment belonging to Loop;
- (iv) Draw up an inventory of the costs incurred since the issuance of the last invoice and promptly inform Loop thereof.

If Loop exercises this right, Loop shall pay the Supplier: (i) the amount corresponding to the Products delivered and Services rendered until the termination date and (ii) any reasonable and necessary fees incurred by the Supplier as a direct result of the termination, including demobilisation costs, which the Supplier must minimize by using commercially reasonable efforts. Any amount payable by Loop to the Supplier upon unilateral termination of this Contract or following such termination, as the case may be, is subject to the same conditions as those provided in Section 3 hereof and shall only be payable when the Supplier provides the relevant documentation and

information that Loop may reasonably request to determine the amounts payable pursuant to this section.

Within 30 days of the delivery of the termination notice, the Supplier shall reimburse Loop any amount received in excess of the amount payable by Loop pursuant this section.

The parties shall agree upon an equitable adjustment to the PO price, subject to the conditions that (i) the Supplier shall be entitled only to reimbursement of reasonable costs incurred by the Supplier in the performance of the PO prior to the effective date of termination, but in no event shall such reimbursement exceed the price set forth in the PO for the portion so terminated, and (ii) the Supplier's request for an equitable adjustment shall be received by Loop within ten (10) business days of the date of receipt of notice of termination by the Supplier. The Supplier shall waive any claim and have no recourse after the said period of ten (10) business days and shall continue to perform its obligations under a PO for any portion of the said PO that is not terminated. In the event of partial termination of a PO, no adjustment will be made for the portion that is not terminated. Failure to act in accordance with this clause shall constitute a dispute under clause 32 (Disputes and Jurisdiction) hereof. Other than as provided above, the Supplier shall have no claim whatsoever for damages, compensation, loss of profit or otherwise by reason of or arising directly or indirectly from any action taken or notice of termination given by Loop under this clause.

If the Supplier ceases, fails or refuses to perform the Contract or is in default of any of its obligations under the Contract and Loop determines that such default can be corrected, Loop shall, prior to terminating this Contract or PO in whole or in part, give the Supplier notice of such default. The Supplier shall have five (5) business days from the date of receipt of such notice to correct the defect within a time frame acceptable to Loop. If the default is not corrected, Loop may give the Supplier written notice of termination for default without penalty and without prejudice to any other of its rights and remedies. Upon written notice to the Supplier, Loop may terminate the Contract without penalty and without prejudice to any of its other rights and remedies, if (i) the Supplier becomes or is about to become bankrupt or insolvent, makes an assignment for the benefit of its creditors or takes the benefit of any law relating to bankrupt or insolvent debtors, (ii) a receiver is appointed under a debt instrument, (iii) a receiving order is issued against the Supplier, (iv) an order is issued or a resolution is passed requiring the liquidation of the Supplier, or (v) the Supplier is subject to a change of control. For the purposes hereof, a "change of control" shall mean any change in the holder or group of holders of more than fifty percent (50%) of the voting rights attached to the voting shares in the capital of the Supplier as of the date of the Contract. Upon written notice to the Supplier, Loop may, without penalty and without prejudice to any of its other rights and remedies, terminate the Contract for cause (other than for the cause described in section 23 hereof), including, without limitation, for misrepresentation, failure by the Supplier to comply with clause 22 (Change in the Supplier's Representations), the occurrence of an Event, a Conflict of Interest or gross misconduct or negligence by the Supplier or a Supplier's Representative in connection with the supply of the Products, provision of the Services or this Contract. In the event of termination of the Contract, in whole or in part, for cause, the Supplier may not claim any further payment, but shall be liable to Loop for reimbursement of any amount paid by Loop and for any direct damages and losses Loop may have suffered as a result of the Supplier's default or the occurrence of the event upon which the notice was based, including any increase in price suffered by Loop in procuring the Product or Service or any part of the Product or Service from another source.

24. Excusable Delay: Neither Loop nor the Supplier shall be liable to the other for any loss or damage whatsoever resulting from a delay of performance or from the non-performance of any contractual obligation set forth in this Contract caused by a natural disaster, war, uprising, rebellion, terrorist activities, government sanctions, blockages, military authorities, a fire or any other event that cannot be avoided and beyond the reasonable control of either Party which prevents performance of such Party's obligation under this

Contract. Both parties shall be prompt in restoring normal conditions, re-establishing schedules and resuming operations as soon as the interruptions have ceased. In the case of an event of force majeure, the Party claiming the benefit of the event of force majeure shall, within 48 hours of the occurrence of such event, give the other Party written notice thereof, and a description of full particulars of the event and the cause or causes of the event. The notice shall describe with particularity the actions that the Party giving the notice intends to take to resolve the event of force majeure as soon as reasonably possible. In no event shall Supplier be entitled to any increase in the price as a result of any event of force majeure.

During the duration of force majeure, each Party shall bear its own costs resulting from the delay. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties and/or its affiliates and/or subcontractors. Should the affected Party be unable to resume performance within 30 days, the non-affected Party shall be entitled to terminate this Contract by giving a written notice to the other Party confirming its election to terminate this Contract, which termination shall take effect on the date of the delivery of such notice or later on as specified in such notice.

25. Survival: The Supplier's obligations under clauses 5 (Specifications), 10 (Intellectual Property), 12 (Warranty), 14 (Supplier's Representatives), 15 (Confidential Information), 16 (Advertising), 17 (Liability), 25 (Survival), 30 (Waiver), 31 (Governing Law), 32 (Disputes and Jurisdiction), and any other obligations which by their nature and context are intended to survive, shall survive termination or expiration of the Contract.

26. Independent Contractors: Services and Products delivered by the Supplier to Loop are provided as an independent contractor and not as an agent. The Supplier acknowledges that it shall not enter into any agreement or obligation on behalf of Loop, nor shall it incur any liability on behalf of Loop.

27. Assignment: This Contract shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors and permitted assigns. Supplier shall not assign this Contract without Loop's prior written consent, which shall not be unreasonably withheld.

28. Notice: If it becomes necessary or convenient to give notice under this Contract, such notice shall be given either by registered or certified mail or by personal delivery. If notice is given by registered or certified mail, it shall be deemed to have been received two (2) business days after the date of mailing. If the notice is delivered by hand, it shall be presumed to have been received on the same day.

29. Severability: If any provision in this Contract or any related document is held to be invalid or unenforceable, such invalidity shall be limited to the provision affected and shall not impair the validity and enforceability of the remainder of the subject provision of the remaining provisions of this Contract.

30. Waiver: No failure or delay in exercising or enforcing any of the provisions of this Contract or in requiring the Supplier's performance of any of the provisions hereof shall be construed as a waiver thereof or in any way affect the validity of this Contract or any part thereof, or Loop's right to subsequently enforce any such provision.

31. Governing Law: The terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Province of Quebec, excluding its conflict of laws rules, and the laws of Canada applicable thereto. The parties also agree to expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) and its amendments.

32. Disputes and Jurisdiction: The parties shall attempt to resolve any disagreement, dispute, controversy, or claim relating to this Contract, or the breach, termination, invalidity or interpretation of any part hereof by submitting the matter to their respective management structures. The parties agree to use all reasonable efforts, acting in good faith, to resolve the dispute.

If the parties are unable to resolve the dispute within ninety (90) days of the commencement of the dispute, then they are free to submit the dispute to the courts of the Province of Quebec, District of Montreal. Each Party irrevocably and unconditionally consents to the non-exclusive jurisdiction of the courts of the Province of Quebec in connection with any such suit or proceeding. Pending final judgment or settlement of any dispute or appeal of such judgment or settlement, the Supplier shall proceed diligently to perform the requirements of this Contract as directed by Loop.

33. Entire Contract and Headings: Except as expressly provided in the Contract, this Contract supersedes any oral or written agreement between the parties with respect to the Products or Services covered hereby. The headings of the clauses of the Contract are inserted for ease of reference only and may not be used to interpret them.