

Purchase Order Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions:

"Affiliate" means any entity owned or controlled directly or indirectly by Deutsche Post, A.G.

"Confidential Information" means any and all information, in any form, whether of a technical or commercial nature including, but not limited to specifications and/or drawings; provided that such information is marked as "Confidential", "Protected" or "Proprietary", or with a similar legend indicating its confidential nature, or disclosed in circumstances in which a reasonable person would conclude that the information was intended by the disclosing party to be treated as confidential. Confidential Information does not include information which, at the date of signature hereof, or thereafter (i) becomes public domain, (ii) is known to the receiving party prior to being disclosed by the disclosing party (iii) is developed independently by the receiving party (iv) becomes generally known in the industry to which it pertains, or (v) is legally obtained by the receiving party at any time from other sources who are not subject to proprietary restrictions.

"DHL" means the DHL entity identified in the Purchase Order which is affiliated or associated with the DHL Group. "DHL Group" means the group of companies whose ultimate parent company is Deutsche Post A.G.

"Existing Contract" means a separate written contract between Supplier and DHL which is then in full force and effect at the time of issuance of a Purchase Order under which such Purchase Order is being issued.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Products" means certain goods sold by Supplier (as hereinafter defined) provided by Supplier to DHL as more fully described in the Purchase Order (as hereinafter defined) that DHL uses in connection with DHL's business.

"Purchase Order" means, collectively, the instrument of contracting issued by DHL to Supplier to purchase the Products and/or Services (as applicable), including all documents, exhibits and attachments referenced thereon and/or attached thereto (as applicable) as well as these Purchase Order Terms and Conditions which are hereby deemed incorporated by reference therein; and may be issued by DHL, at DHL's sole discretion, to Supplier via facsimile, email or regular mail or by using DHL's designated electronic data interchange technology.

"Supplier" means the party with whom DHL is contracting and any reference to "vendor," "subcontractor," "contractor" or "supplier" shall also mean Supplier.

"Services" means certain services including, without limitation, tangible and in-tangible work products associated with such services ("**Deliverables**"), provided by Supplier to DHL as more fully described in the Purchase Order that DHL uses in connection with DHL's business.

"Specifications" means shall mean each and every functionality, component, and requirement of and for the Products and Deliverables (as applicable) which are described in the Purchase Order, and/or the documentation furnished with the applicable Products and Deliverables, or, if such documentation does not exist, standard industry specifications for like products or as otherwise agreed in writing by the parties;

"Taxes" means, collectively, any and all applicable sales and use taxes and airport taxes assessed by any Federal, Provincial, State, Municipal, and local or other Government agency on the Products and/or Services, as applicable.

2. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order is DHL's offer to Supplier, and once accepted by Supplier as herein provided shall constitute the entire agreement between DHL and Supplier for the sale and purchase of the Products and/or Services (as applicable) described therein. Supplier's acceptance is expressly limited to the terms of the Purchase Order, and DHL hereby rejects any additional or different terms in Supplier's acceptance. Supplier accepts the Purchase Order as written by beginning performance of Services and/or Products (as applicable).

3. COMPLETE AGREEMENT

The Purchase Order is the complete and exclusive statement of the terms of the agreement between Supplier and DHL for the sale and purchase of the Products and/or Services (as applicable) described therein and does not specify a quantity of Products or Services to be purchased by DHL beyond the specified amount identified in the Purchase Order. It is expressly understood and agreed that the Purchase Order does not grant Supplier an exclusive right or privilege to sell to DHL any products or provide any services that DHL may require, and DHL may contract with other manufacturers and vendors for the procurement of comparable Products and Services. The Purchase Order constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter, and the provisions of the Purchase Order shall prevail over any conflicting provisions in any other purchase order, acceptance notice, proposal, agreement or other document; provided however, that if there is an Existing Contract then in such event the Existing Contract along with

the Purchase Order shall constitute the full and complete understanding and agreement of the parties relating to the subject matter thereof and supersedes all prior understandings and agreements relating to such subject matter, and the provisions of such Existing Contract shall prevail over any conflicting provisions in the Purchase Order and any other purchase order, acceptance notice, proposal, agreement or other document. Supplier represents and warrants to DHL that Supplier's acceptance of the Purchase Order and its performance of the Services and/or provision of Products does not and shall not conflict with any obligations of Supplier to any third party. The terms and conditions of the Purchase Order will also govern the purchase of Services and Products by an Affiliate from Supplier. DHL and its Affiliates will each be independently liable for the payment of its respective charges payable under the Purchase Order. Further, neither DHL nor its Affiliates will be responsible for the payment of any charges payable by the others under the Purchase Order.

4. MODIFICATION

No modification of the Purchase Order (including any additional or different terms in Supplier's acceptance) shall be binding on DHL unless agreed to in writing as evidenced by DHL's issuance of a modified Purchase Order.

5. PACKING AND SHIPPING

Unless otherwise specifically provided in the Purchase Order, the following provisions shall apply to all shipments of Products, Supplier shall:

- a. Prepare all Products for shipment to prevent damage or deterioration, secure lowest lawful transportation rates, and comply with carrier classifications and tariffs;
- b. Be responsible for all direct charges for preparation, packing, crating, or cartage unless separately stated in the Purchase Order;
- c. Consolidate into one shipment all Products to be forwarded on each day by the same means of transportation;
- d. Number and mark each container consecutively with applicable Purchase Order and part number;
- e. Indicate the container and Purchase Order numbers on the applicable bill of lading;
- f. Place inside the No. 1 container, one copy of the packing sheet showing order number(s), and attach also, one copy to the outside of the container;
- g. Forward freight charge when Products are sold DDP (Delivered Duty Paid, Incoterms 2020);
- h. Supplier agrees that all shipments related to Products to be provided under a Purchase Order, and in particular all such shipments and correspondence made directly to DHL, where such services are reasonably available, shall be made via DHL's services, and not through any other similar or competing carrier;
- i. Include on Shipper's invoice to DHL the appropriate Purchase Order number(s);
- j. Delete any declaration concerning value of the shipment except when tariff rating is dependent upon the released or declared value, in which event, value shall be released or declared at the maximum value for the lowest rating or rate.

6. DELIVERY AND PERFORMANCE

Time is of the essence in the performance of the Purchase Order:

- a. Deliveries of Products and performance of the Services (as applicable) shall be strictly in accordance with the quantities and schedule specified in the Purchase Order. If Supplier fails or anticipates it will fail to perform the Services and/or deliver the Products (as applicable) within the specified date(s) or timeframe for performance or delivery thereof, Supplier shall immediately by verbal means (to be confirmed promptly in writing) notify DHL of the reasons for and estimated duration of the delay; and unless otherwise instructed by DHL, Supplier shall treat DHL's Services and Products as priority, and at no additional cost to DHL, shall take all commercially reasonable actions to minimize the delay including (without limitation) the expenditure of premium time and shipping via air or other means of rapid transportation. Any additional cost caused by these requirements shall be borne solely by Supplier. The foregoing requirements are in addition to all of DHL's other rights and remedies as may be provided by law or the Purchase Order. DHL, at its sole option, shall be entitled to cancel, without charge or penalty, any or all of the Services which have been delayed beyond the specified date(s) or timeframe for performance/completion.
- b. Title and Risk of Loss of Products. Unless otherwise specified in the Purchase Order, title to and the risk of any loss of or damage to the Products shall pass from Supplier to DHL upon delivery to DHL's final destination. Passing of title upon such delivery shall not constitute acceptance of the Products by DHL or relieve Supplier of any of its obligations hereunder.

7. INVOICE AND PAYMENT

a. Unless otherwise specified, a separate invoice shall be issued for each Product and/or Services. No invoice shall be issued prior to shipment of Products or completion of Services. No payment will be made prior to DHL's receipt of Products and/or Services and an accurate invoice. DHL reserves the right to delay payment until the Products have been accepted or Services have been completed, as the case may be, and an accurate invoice provided. Payment due dates, including discount periods, will be computed from date of acceptance of Products or completion of Services (as applicable and correct invoice (whichever is later). Unless freight and other charges are itemized, any discounts will be taken on the full amount of invoice. DHL has the right without loss of discount privileges, to pay invoices covering Products shipped or Services completed in advance of the schedule on the normal maturity after the date specified for delivery. Any payment shall not constitute acceptance of the Products and/or Services. Invoice amount shall not exceed the price for any item listed on the Purchase Order unless previously agreed to in writing by DHL. Supplier is not permitted to apply any escalation or increase in price or any other charges without the prior written consent of DHL. DHL will make payment based on the pricing, terms and conditions of the Purchase Order. All rightfully issued invoices are due and payable within the time frame following the

date of DHL's receipt of the invoice as identified in the Purchase Order. All amounts are to be invoiced and paid in the currency specified in the Purchase Order.

b. The prices and/or fees set forth in the Purchase Order for the Products and/or Services described therein are inclusive of all amounts due to be paid to Supplier for all costs, overhead and burden associated with providing the Products and/or Services to DHL, including but not limited to, those costs associated with testing, background investigations, training, workers compensation expenses, insurance, packaging, transport, customs clearance, installation, all duties and taxes, travel and accommodation costs and office/administrative costs). No fees may be billed other than as set forth in the Purchase Order, unless otherwise provided and agreed upon by the parties in writing. DHL shall not be responsible for paying any invoice delivered more than 180 days after the completion of the Services or delivery of the Products covered under such invoice.

c. DHL may delay or withhold payment of any sums due and payable to Supplier, in whole or in part, on account of any failure of Supplier to perform in accordance with the Purchase Order or to offset any damages, costs, or expenses incurred by DHL on account of any default by Supplier with respect to any representations, warranties, or obligations set forth in the Purchase Order.

d. If DHL disputes any invoice, DHL shall notify Supplier in writing, which shall include details about what DHL believes to be inaccurate, the amount impacted, and the nature of the alleged overcharge or inaccuracy. Supplier may then issue DHL an invoice for the undisputed amounts, and DHL will pay such undisputed amount within 60 days after receipt of the corrected invoice. The parties shall work in good faith to resolve any disputed amounts as promptly as possible. Upon resolution of any such dispute, Supplier may invoice DHL for the agreed upon amount, and DHL will pay the agreed upon amount within 60 days after receipt of the invoice for the agreed upon amount.

8. TAXES

a. All fees and/or prices herein, unless otherwise provided, include all applicable Taxes (as hereinafter defined) as may be assessed against Supplier except those sales or use taxes required by law to be paid by DHL.

b. Supplier shall be responsible for identifying, assessing and collecting any and all applicable Taxes, and Supplier shall be responsible for remitting such Taxes to the applicable taxing authorities. Such Taxes shall be applied to the appropriate invoice as a separate line item and DHL shall be responsible for the payment of same except that Supplier shall be responsible for the payment of any Taxes not properly identified, assessed or collected by Supplier for any reason whatsoever and DHL shall bear no responsibility for same.

c. Supplier confirms that Supplier is duly registered for the purposes of Taxes (as required by law) and the applicable workplace safety and insurance legislation as it pertains to Supplier's Products and Services, as applicable. Upon request, Supplier shall provide DHL with evidence of compliance with applicable workplace safety regulations or evidence of insurance as may be required during the term of the Purchase Order.

9. PRICE WARRANTY

Supplier warrants that the price of the ordered Products and/or Services does not exceed the price charged by Supplier to any other customer purchasing the same Products and/or Services in like or smaller quantities, and under similar conditions of purchase.

10. QUALITY CONTROL

In accordance with the specific requirements of the Purchase Order, Supplier shall provide and maintain a quality control system acceptable to DHL covering the Products and Services. Records of all inspection work by Supplier shall be kept complete and available to DHL during the performance of the Purchase Order and for such longer period as may be specified elsewhere in the Purchase Order. Authorized purchasing, technical, or quality assurance representative(s) of DHL shall be entitled to enter the Supplier's facilities at all reasonable times for the purpose of maintaining liaison between the quality control system and program, to review Supplier's Services and manufacturing and processing plans and records and to conduct preliminary inspection and tests of the Products, Services and work in process. A like provision giving DHL the right to enter the facilities of Supplier's subcontractors and suppliers shall be included by Supplier in its subcontracts and purchase orders.

11. INSPECTION, ACCEPTANCE AND REJECTION

a. All Products are subject to (1) inspection during manufacture, (2) inspection prior to shipment, and (3) final inspection and acceptance at destination, notwithstanding the delivery point or any payment or prior inspection at source. Final inspection will be made at a reasonable time after receipt of Products.

b. Supplier shall furnish to DHL if requested all information and data as may be reasonably required by DHL in order to perform a proper inspection and acceptance.

c. Inspection and Acceptance of any Products by DHL shall not be deemed to alter or affect the obligations of Supplier or the rights of DHL and its customers under Warranties herein or as may be provided by law.

d. DHL's failure to inspect any of the Products hereunder shall neither relieve Supplier from responsibility for such Products as are not in accordance with the requirements of the Purchase Order nor impose liability on DHL therefor.

e. Any tender of Products which is nonconforming as to the quality or quantity or the delivery schedule shall constitute as breach of the Purchase Order and DHL shall have the absolute right to reject such Products. DHL shall notify Supplier as to such rejection and DHL shall have all the remedies as provided by law and the Purchase Order, including, but not limited (1) to hold such rejected Products or return same to Supplier at DHL's

election and at Supplier's risk and expense, (2) to replace or correct Supplier's Product and charge to Supplier the cost occasioned to DHL thereby or require the delivery of replacements for such Products at an equitable reduction in price, if Supplier fails to remove promptly such rejected Products or unless Supplier corrects or replaces the defective Products within the time required by the delivery schedule, and (3) to recover by offset or otherwise any and all damages, expenses or costs caused to or experienced by DHL as a result of such rejection or which may result from a series of rejections.

f. If the unit price of the Products being ordered exceeds \$50.00, or the total Purchase Order price is in excess of \$25,000, and if rejected Products are later repaired or corrected in some manner and are being returned to DHL, Supplier shall indicate on an appropriate tag affixed to such products (1) that the Products were previously rejected by DHL, and (2) describe the specific defects(s) which was repaired or corrected.

12. WARRANTIES

a. Supplier warrants that all Products and Services delivered under the Purchase Order shall conform to the requirements of the Purchase Order (including all applicable descriptions, performance criteria, Specifications and drawings); shall be free from defects in material and workmanship and shall, to the extent not manufactured pursuant to detailed designs furnished by DHL, be free from all defects in design and fit for the intended purposes. DHL's approval of designs furnished by Supplier or any approval of Supplier's "First Article" shall not relieve Supplier of its obligations under this Warranty.

b. Supplier represents and warrants to DHL that: (a) Supplier is familiar with the laws applicable to the Services and Products; (b) Supplier has thoroughly reviewed the scope of Services and Products and has obtained in writing, from DHL, clarification of any terms or conditions contained therein that Supplier found to be in conflict, in error, inconsistent or unclear; (c) Supplier is adequately experienced with the Services to be performed and will supply a sufficient number of qualified personnel (certified and licensed as required by any applicable law, rule or regulation) necessary to complete the Services and manufacture/delivery of the Products; (d) Supplier has obtained all of the licenses, permits, approvals and inspections necessary (if any) to complete the Services and Products; (e) there are no existing or threatened legal proceedings against Supplier which involves the Services and Products, or which would otherwise in any way negatively impact Supplier's ability to perform the Services and deliver the Products in accordance with the Purchase Order; (f) Supplier shall not intentionally impair the operation of the Services and Products in any way; (g) none of the Products and/or Services, or DHL's use of them infringe or will infringe any Intellectual Property Rights of any third-party; and as of the date hereof, there are no pending or, to Supplier's knowledge, threatened claims, litigation, or other proceedings pending against Supplier by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (i) any DHL materials or any instruction, information, designs, Specifications, or other materials provided by DHL to Supplier, (ii) use of the Products and/or Services in combination with any materials or equipment not supplied or specified by Supplier, if the infringement would have been avoided by the use of the Products and/or not so combined, and (iii) any modifications or changes made to the Products and/or Services by or on behalf of any person or entity other than Supplier; and (h) Supplier shall at its sole expense promptly take all reasonable action to correct any breach of the aforementioned representations and warranties.

c. Supplier represents, warrants and covenants to DHL that Supplier will perform, or will cause to be performed, the Services and manufacture/delivery of the Products using personnel of required skill, experience, and qualifications in a professional and workmanlike manner and in accordance with best industry standards for similar services and products.

d. For the period of the original equipment manufacturer warranty (or such other period that is described in the Purchase Order, whichever is longer) from DHL's receipt of the Products, the Products will be free from defects in design (except for written designs provided by DHL), materials, and workmanship, and conform to the specifications set forth in the Purchase Order and the documentation furnished with the applicable Products, or, if such documentation does not exist, standard industry specifications for like products. If Supplier is not the manufacturer of the Products, Supplier's warranties are in addition to any manufacturer's warranties. Supplier hereby assigns DHL all such manufacturers' warranties. Supplier will cooperate with DHL in the enforcement of all manufacturers' warranties.

13. CHANGES

a. DHL may, at any time, by a written directive or order, make changes within the general scope of the Purchase Order, including, but not limited to, the scope or performance of the Services and/or Deliverables and/or any one or more of the following with respect to Products: a. drawings, designs, or specifications; b. method of shipment or packing; c. place of inspection, delivery or acceptance; d. quantities; e. in delivery schedules; f. the amount of DHL-furnished property.

b. Supplier shall proceed immediately to perform the Purchase Order as changed. If any such change causes an increase or decrease in the cost of or in the time required for the performance of any part of the Services under the Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the purchase price or delivery schedule, or both, and the Purchase Order shall be so modified in writing. Unless otherwise agreed, any claim by Supplier for adjustment under this clause must be asserted within five (5) days from the date of the receipt by Supplier of such written order. If Supplier includes in its claim any costs for property made obsolete or excess by such change, the title to such property, at the option and election of DHL, shall pass to DHL and shall thereafter be subject to the provisions of the Responsibility for Property clause herein and shall be delivered as directed by DHL. DHL has the right to examine any of Supplier's pertinent books and records for the purpose of verifying Supplier's claim. Nothing in this clause shall excuse Supplier from proceeding with the Purchase Order as changed, including failure of the parties to agree upon any adjustment to be made under this clause.

14. TERMINATION / CANCELLATION

Without prejudice to any other rights or remedies to which either party may be entitled, the parties agree that the Purchase Order may be terminated prior to the completion/delivery date or as otherwise specified herein as follows:

- a. Either party may terminate the Purchase Order for any breach by the other party of any provision of the Purchase Order that is not cured within 30 days after the breaching party's receipt of written notice from the non-breaching party. In addition, DHL may immediately terminate or suspend performance of the Purchase Order at any DHL location if the Supplier is the subject of any picketing or other labor actions.
- b. DHL may terminate the Purchase Order for any reason whatsoever at any time, without cause, upon delivery of ten (10) days' written notice to Supplier. Should this occur, the Purchase Order shall terminate on the date identified in such notice. If DHL terminates before delivery of the Products or completion of the Services, DHL will pay Supplier proportionately through the date of termination, save and except for termination by DHL for cause. DHL's sole liability shall be for DHL to reimburse Supplier for Products and/or Services provided to DHL up to and including the accelerated termination date. Payments made shall not exceed the aggregate prices and/or fees specified in the Purchase Order for any Services and Products, less payments otherwise made or to be made.
- c. DHL may cancel the Purchase Order at any time, without notice, if Supplier declares bankruptcy or insolvency, if Supplier makes an assignment for the benefit of creditors, a receiver is appointed of its business, a voluntary or involuntary petition of bankruptcy is filed, or if Supplier is unable to fulfill Supplier's obligations pursuant to the Purchase Order.

15. DATA PRIVACY AND DATA PROTECTION

Supplier shall comply with all applicable "data protection laws" regarding data privacy and data protection. If the performance of the Services and/or Products requires that Supplier processes any personally identifiable information for which DHL is responsible, the parties shall, upon request by DHL, enter into a separate controller to processor agreement, or similar document required by the applicable "data protection laws," which is compliant with and required by the applicable data protection laws for the purposes of documenting each party's responsibilities in relation to such data processing, prior to such data processing occurring. "Data protection laws" shall mean all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).

In the event of any contravention of this clause, DHL may terminate the Purchase Order or contractual relationship without notice. Supplier shall also reimburse DHL for any loss or damage incurred as a result of the violation. This includes compensation paid to DHL's employees and reimbursement of expenses incurred in commissioning another company.

16. CONFIDENTIALITY

- a. Supplier agrees that Supplier is engaged in a confidential capacity towards DHL. In addition, Supplier agrees and acknowledges that Supplier owes a duty of confidence arising out of the independent contractual relationship. Without limiting the generality of the foregoing, Supplier:
 - i. acknowledges that all Confidential Information is confidential and proprietary information to which the public does not have access and shall remain the exclusive property of DHL;
 - ii. agrees that Supplier will not, during the term of the Purchase Order or at any time after its termination, communicate, divulge or use for its benefit or the benefit of any other person, firm or corporation, any Confidential Information of DHL and will exercise caution at all times in protecting all such Confidential Information;
 - iii. agrees that upon termination of the Purchase Order, Supplier will immediately deliver to DHL all Confidential Information, which Confidential Information is acknowledged to be the sole and exclusive property of DHL;
 - iv. agrees that any inventions developed or discovered relating to the products or business of DHL during the term of the Purchase Order shall be the sole property of DHL.
- b. Supplier's obligations stated in the Purchase Order apply to its employees, agents and representatives who perform any of the Services and/or provide the Products hereunder, and Supplier acknowledges and agrees that it shall be liable for any breach of such obligations by its employees, agents and representatives.

17. RESPONSIBILITY FOR PROPERTY

Unless otherwise provided in the Purchase Order, Supplier, upon delivery to it by DHL, or manufacture or acquisition by Supplier, of any materials, parts, tooling or other property the title of which is in DHL, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Supplier, in accordance with the provisions of the Purchase Order, but in any event upon completion thereof, shall return such property to DHL in the condition in which it was received except for reasonable wear and tear.

18. SECURITY REQUIREMENTS.

As applicable, if (a) it is required for access within all or a portion of DHL facilities where the Services and/or Products (as applicable) including, without limitation, Installation Services, are being performed and/or delivered (as applicable) (as determined by DHL) or (b) the Services and/or Products (as applicable) including, without limitation, Installation Services, are being performed and/or delivered (as applicable) involve access within the airport operating area (AOA) or similar airport security perimeter, (i) Supplier and its employees, agents, contractors and representatives shall, at Supplier's sole cost and expense, meet all Customs Bonding requirements as well as all badging and access requirements of the applicable governmental and quasi-governmental agencies and the local airport authority, and (ii) Supplier and its employees, agents, contractors and representatives are required, at Supplier's sole cost and expense, to complete background check, security threat assessment, as well as any other assessments and other requirements in order to obtain required local airport security clearance, as applicable.

19. INDEMNIFICATION

a. Except to the extent caused by the gross negligence or willful misconduct of DHL, Supplier shall indemnify, and hold harmless DHL, its Affiliates, subsidiaries, and each of their respective directors, officers, agents and employees (each an "Indemnitee") from and against any and all claims for damages, losses, liabilities, judgments, costs, fines and expenses of any kind or nature whatsoever, including but not limited to interest, court costs, including costs of appeals, and reasonable attorneys' fees (each a "Claim"), but only to the extent they result from or arise as a result of (i) any claim or cause of action arising from Supplier's wrongful acts or omissions, negligence or willful misconduct in connection with the Products and Services; (ii) any claim or cause of action of any kind against an Indemnitee by any employee of Supplier for violation of any employment law, or any act or law designed to protect the rights of employees, arising out of any action or inaction (or alleged action or inaction) of Supplier or its principals, agents, or representatives; provided that this Section shall not increase any recovery available to Supplier's employees in any claim by such employees directly against Supplier; or (iii) any injury to or death of any person, and loss of, damage or injury to, or destruction of any property, real or personal to the extent caused by the negligent acts, errors or omissions or willful misconduct of Supplier in performing the Services and Products. The indemnification obligations of this Section will survive the termination or expiration of the Purchase Order. Supplier shall cooperate with DHL and the Indemnitee in the defense of any Claim at its own cost and expense.

b. Supplier shall defend DHL, Indemnitees, DHL's customers, and any subsequent Supplier or user of the Products, Services, including but not limited to the Deliverables, against all Claims and proceedings alleging infringement of any patent, trademark, copyright, trade secret or other Intellectual Property Rights of a third party with respect to the Products and Services, and Supplier shall hold them harmless from any resulting liabilities and losses, provided Supplier is reasonably notified of such claims and proceedings. The foregoing infringement indemnity will not apply, and Supplier will have no liability for damages assessed in any suit or cause of action, to the extent that any alleged infringement is based upon (i) a modification, customization, alteration or improvement by DHL by anyone other than Supplier; or (ii) use of any Products, Services and/or Deliverables other than in accordance with their design or intended use. If a Claim is brought against any DHL in connection with ownership, use, or intellectual property rights with respect to any Products, Services and/or Deliverables, Supplier shall, at Supplier's sole cost, and in addition to Supplier's obligation to indemnify, defend and hold harmless DHL, Indemnitees, DHL's customers, and any subsequent Supplier or user of the Products, Services, including but not limited to the Deliverables, (i) attempt to procure for DHL the right to continue to use the infringing Products, Services and/or Deliverables, (ii) modify or alter the applicable infringing Products, Services and/or Deliverables so that it is non-infringing, provided the applicable Products, Services and/or Deliverables has substantially equivalent function, or (iii) replace the infringing Products, Services and/or Deliverables with non-infringing materials of substantially equivalent function. If Supplier is unable to procure such right or make such modification or replacement, DHL or the applicable Affiliate may terminate this Agreement, and Supplier shall promptly return to DHL all amounts paid by DHL with respect to such infringing Products, Services and/or Deliverables.

c. EXCEPT FOR (A) DAMAGES TO THE EXTENT ARISING FROM A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS UNDER SECTION 17, (B) DAMAGES TO THE EXTENT ARISING FROM SUPPLIER'S OBLIGATION TO INDEMNIFY DHL FOR THIRD-PARTY CLAIMS UNDER THIS SECTION 19, (C) SUPPLIER'S OBLIGATION TO REIMBURSE DHL (OR PAY DIRECTLY, IF SO INSTRUCTED BY DHL) FOR ANY AND ALL FINES AND PENALTIES LEVIED AGAINST DHL, AND/OR, (D) SUPPLIER'S OBLIGATIONS TO INDEMNIFY FOR INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL EITHER PARTY, PURSUANT TO THE PURCHASE ORDER, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY, EVEN IF A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE PURCHASE ORDER OR EXPIRATION OF THE TERM. Unless otherwise expressly provided herein, the rights and remedies provided for herein are in addition to, and not in limitation of, other rights and remedies which may be available under the Purchase Order or at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

20. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Supplier may not, without the prior written consent of the other party, assign transfer, subcontract or delegate its rights or obligations under the Purchase Order, provided, however, that DHL may freely assign its rights or delegate its duties hereunder to (i) any corporation resulting from any merger, consolidation or other reorganization to which DHL is a party, (ii) any corporation, partnership, association or other entity or person to which DHL may transfer all or substantially all of the assets, or (iii) any Affiliate. Any assignment, transfer, subcontract or delegation in contravention of these provisions will be voidable and of no force and effect at the election of DHL. No Products to be delivered under the Purchase Order shall be procured by Supplier from a third party in completed or substantially completed form without DHL's written consent. Subject to the foregoing, the Purchase Order will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

21. INDEPENDENT CONTRACTOR

It is expressly recognized and agreed that Supplier, in its performance and otherwise under the Purchase Order, is and will be engaged and acting as an independent contractor of DHL and that Supplier will retain complete and exclusive control over the conduct of its business and will bear and pay all expenses, costs, risks and responsibilities incurred by it in connection with its obligations under the Purchase Order. Neither Supplier nor any of its agents, employees or representatives are employees, agents, joint venturers, or partners of DHL. Neither party shall have any right, power, or authority to act on behalf of the other party or to legally bind the other in any respect.

a. Individuals working on DHL's property are required to comply with all Federal, Provincial, Municipal, State, and local laws and regulations governing workplace safety and hazardous substances and materials usage. In addition, Supplier shall comply with the conditions contained in DHL's Safety Policy and all other applicable environmental, health, safety and security ("EHS&S") requirements, and government denied parties screening requirements, and any applicable Visa requirements, additional details of which requirements may be obtained from DHL's Human Resources department or other applicable DHL's department. Supplier is responsible for the direct management and supervision of its personnel through its designated representative and shall be free to exercise discretion and independent judgment as the method and means of performance of the Products and/or Services contracted for by DHL. Supplier's personnel and subcontractors shall in no event be considered employees of DHL.

b. Liability for Employee Costs. Each party, with respect to its own employees (hired directly or through a third party), accepts full and exclusive liability for the payment of worker's compensation and/or employer's liability (including insurance premiums where required by law) and for the payment of all taxes, contributions or other payments for unemployment compensation, vacations, or government benefits, pensions and all other benefits now or hereafter imposed upon employers with respect to its employees by any government or agency thereof or any other party (whether measured by the wages, salaries, compensation or other remuneration paid to such employees or otherwise) and each party further agrees to make such payments and to make and file all reports and returns, and to do everything necessary to comply with the laws imposing such taxes, contributions or other payments. Supplier hereby acknowledges and agrees that neither Supplier, nor any of Supplier's employees, associates, Suppliers, agents, representatives, assignees or successors in interest will be eligible for any DHL employee benefits.

22. INSURANCE

Supplier agrees to procure and maintain at its expense the following insurance (or such other insurance and limits that DHL may in its sole discretion expressly agree to in writing):

- (a) Commercial General Liability Insurance, written on an occurrence basis, with policy limits of not less than \$2,000,000 per accident and \$4,000,000 aggregate, covering bodily injury (including death), personal injury or property damage that may occur in connection with the Services and Deliverables and or the performance of the services of the Supplier under this Agreement, and which will also cover Supplier's contractual liability under this Agreement (including but not limited to the indemnities of Supplier set forth in this Agreement) as a covered contract
- (b) Workers Compensation in an amount not less than the statutory limits required by applicable law, and employer liability insurance with minimum limits of not less than \$1,000,000.
- (c) Errors & Omissions (E&O) Insurance with limits of not less than \$2,000,000 per claim and \$4,000,000 in aggregate, which must include (i) Professional Liability Insurance covering actual or alleged acts, errors, or omissions committed by Supplier, its employees, affiliates, agents, and subcontractors; and (ii) Computer Security/Privacy Liability covering actual or alleged acts, errors, or omissions committed by Supplier, its employees, affiliates, agents, and subcontractors, including the unauthorized use/access of computer systems, defense of any regulatory action involving a breach of privacy, failure to protect sensitive information, including Confidential Information, from disclosure, and breach expense coverage (e.g. forensic, notification, ID theft, credit monitoring, call center, and legal costs and expenses), whether or not required by any applicable laws, rules, ordinances, regulations and orders.
- (d) When Supplier utilizes owned or non-owned vehicles in the performance of the Services and/or Products, Commercial Automobile Liability with limits of at least \$2,000,000 per person and \$1,000,000 per accident and property damage limits of at least \$2,000,000 per accident.
- (e) Excess liability coverage of \$3,000,000 each occurrence, which shall apply to (and shall be in addition to) the limits for each and every of the above required coverages (other than workers compensation insurance).

All insurance policies must be issued by insurance companies with a Best's Rating of no less than A-VII/; provide that such insurance carriers will endeavor to give DHL at least 30 days prior notice of cancellation or non-renewal of policy coverage; provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of DHL shall be excess and non-contributory; and name DHL as an additional insured under the commercial general liability insurance, commercial auto, cyber liability, excess liability policies, and, under all insurance policies, waive all rights of subrogation against DHL. **Any deductibles or self-insurance retentions require disclosure to DHL.** Payment obligations of any deductibles or self-insured retentions will be the accountability of Supplier, and DHL as an additional insured will not be responsible for any deductibles or self-insured retention. Supplier and its insurers shall in no way restrict DHL's full and complete additional insured status by adding any "action over" or any other endorsements that alter the standard policy definition of "insured contract". If such insurance is to be cancelled or materially changed, Supplier shall provide DHL with thirty (30) days advance written notice of such cancellation or change. Upon Supplier's acceptance of the Purchase Order and no later than ten (10) days prior to the expiration of each of the aforesaid insurance policies, Supplier shall furnish DHL with certificates evidencing such insurance and endorsement. DHL may withhold access to DHL facilities where Services are

performed and Products are delivered as well as withhold payment of outstanding invoices until Supplier has provided the required insurance certificates.

23. DHL AUDIT RIGHTS

Supplier agrees to maintain all usual and proper written accounting records necessary to disclose the basis for all charges billed to DHL under the Purchase Order, all in accordance with generally accepted accounting principles. Supplier shall make available such records and such other records as DHL in its sole discretion believes are relevant to the performance of Supplier's obligations under the Purchase Order available for examination and audit by DHL and its agents at all times during the term of the Purchase Order, and for a period of two (2) years after receipt by Supplier of final payment under the Purchase Order. At DHL's sole cost and expense, DHL will have the right to audit such records during normal business hours upon not less than forty-eight (48) hours written notice to Supplier. DHL and Supplier will promptly meet to discuss any errors or omissions disclosed by the audit, and prompt adjustment will be made to compensate for any errors or omissions disclosed by such audit.

24. COMPLIANCE WITH LAWS

Supplier warrants that in the performance of the Purchase Order, Supplier and its affiliates, its parent company, and their respective directors, officers, shareholders, employees, agents, contractors, representatives, successors and assigns will comply with all applicable Federal, Provincial, Municipal, State, and local laws.

25. COMPLIANCE WITH DHL POLICIES

Supplier shall comply with all of DHL's rules, regulations, and policies of which it has been made aware, including without limitation:

(a) DHL's Supplier Code of Conduct, which is available at <https://www.dpdhl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html>, as may be updated and/or supplemented by DHL from time to time.

(b) DHL's Occupational Health and Safety Standards.

(i) In addition to the Health and Safety regulations in the DHL Supplier Code of Conduct, the following clauses are designed to assure that Supplier's staff, which includes all Supplier's employees, affiliates, agents, representatives and subcontractors, meets DHL's standards of health and safety.

(ii) Supplier shall maintain and continuously improve a documented health and safety management policy and manual, appropriate for the services provided. The Supplier shall comply with all applicable and current occupational health and safety statutory and site specific policies (whether on DHL or third-party premises), rules, procedures and regulations.

(iii) In particular, the Supplier shall:

- a. Ensure that its staff are (i) adequately instructed, supervised, educated and trained in health and safety issues and accident prevention and that such training is refreshed on a regular basis (ii) where required suitably certified and licensed in the respect of the operation of machinery and plant.
- b. Provide its staff with adequate personal protective equipment and ensure that such equipment is worn when required. This includes where it is required on DHL customer premises.
- c. Ensure that the Supplier's vehicles, machinery and plant are adequately maintained and inspected.
- d. Maintain adequate records in respect of vehicles, machinery, plant, training, accidents and incidents.
- e. Ensure that all accidents that result in physical loss, damage or injury to any person that occurs while undertaking the contract, including members of the public, the Supplier's employees, DHL employees or any other third party are reported to the DHL account contact as soon as possible.

(iv) Prior to commencement of the services, the Supplier shall provide DHL with:

- a. Supplier's health and safety management policy and manual
- b. Workplace risk assessments relating to the scope of work
- c. Relevant up to date insurance certificates in respect of public liability, employer's liability/worker's compensation

(v) DHL shall be entitled to conduct a safety audit upon reasonable notice. At the request of DHL, the Supplier may additionally be obliged to participate in a supplier evaluation and corresponding reviews, without additional costs for DHL. DHL will select the third party (e.g. Sedex, Ecovadis) to conduct the supplier evaluation/review, and the Supplier must conclude a corresponding individual agreement with such third party provider. Based on the Corrective Action Plan (CAP) recommended by the Third Party Provider, Supplier will initiate improvement measures to implement identified improvement potentials in the area of Occupational Health and Safety. At the request of the DHL, Supplier shall coordinate the

Corrective Action Plan (CAP) and the planned implementation dates with DHL. Both the safety audit and the Supplier evaluation will only be demanded by DHL if the activities covered by this Agreement warrant and give cause to believe that these activities are associated with substantial or undue risks to the health and safety of employees or third parties.

(vi) Supplier shall indemnify DHL and its Affiliates, subsidiaries, and each of their respective directors, officers, agents and employees and DHL's employees from and against any claim, loss, damage, cost, expense and liability which arise due to Supplier's failure to comply with relevant safety rules and regulations.

(c) The rules and regulations established by DHL or the owner of the facility where Supplier is providing the Services.

(d) DHL's Information Security Code of Practice, which is available at <https://www.dpdhl.com/en/sustainability/governance/cyber-security.html>, as may be updated and/or supplemented by DHL from time to time.

(e) Export Control and Sanctions. Supplier shall comply with all applicable export control and sanctions laws and regulations ("Export Laws"). Supplier warrants that (i) neither Supplier nor its holding company, agents, vendors and/or other third parties directly contracted by Supplier for the provision of Services and Deliverables the under this Agreement are listed on an applicable sanctions list as a denied party; Supplier has obtained all necessary permits and licenses required for the delivery of Services and Deliverables under this Agreement to its destination and the use of the Services and Deliverables in that territory; Supplier will promptly inform DHL if the Services or Deliverables become subject to applicable export/re-export restrictions. Supplier shall provide DHL with all information, including permits and licenses, required by applicable Export Laws in order to allow DHL's lawful use of the Services and Deliverables in the applicable territory.

(f) Environmental, Social and Governance (ESG) Assessments.

(i) In order to comply with DHL's environmental, social and governance standards, during the Term of this Agreement, Supplier shall participate in DHL's ESG Assessment Program. Consequently, Supplier shall complete the requirements of an ESG Assessment Program recognized by DHL within 6 months of contract signature, unless the Supplier already participates in an ESG Assessment Program recognized by DHL. The timing of further assessments (ie. 6, 12 or 24 months) to be undertaken by the Supplier, whether in a recognized DHL ESG Assessment Program or otherwise, is determined by DHL based on the most recent assessment rating.

(ii) Depending on the final rating after each assessment, a Corrective Action Plan ("CAP") may be required. Supplier and DHL shall work together without undue delay to agree the content of the CAP, the actions required to implement the CAP and the timeframes for implementation. Supplier shall provide regular reports to DHL on its progress in implementing the CAP. Once agreed, the CAP shall be automatically incorporated into, and form part of, the terms and conditions of this Agreement. The parties shall endeavor to resolve any disagreements relating to the subject matter of this clause in accordance with the dispute resolution /escalation procedure set out in this Agreement.

(iii) Supplier's compliance with this Section is mandatory and a material contractual obligation; and (ii) will not involve any additional costs for DHL.

(g) Integrity.

(i) Each party shall implement all necessary measures to preclude breach of competition and cartel Law. Irrespective of the form of participation (perpetration and participation), for the purpose of this clause breach includes any infringement of provisions designed to protect, unimpeded competition, including exchange of competitively sensitive information, collusive agreements on prices or price elements, profit surcharges, prohibited price, recommendations, involvement in recommendations or collusive agreements regarding the submission or non-submission of bids, the payment of deficiency compensation payments or indemnity payments, and any profit sharing and payments to competitors, terms of payment, delivery or any other conditions directly affecting prices or any other violation of the hardcore restrictions (being agreements on price, submissions, quantity, quotas, territories or customers) (each of the aforementioned infringements an "Illegal Restraint of Competition").

(ii) If the Supplier and/or any Supplier Parties (as hereinafter defined) has been proven to have committed an Illegal Restraint of Competition in connection with the procurement process relating to the entry into this Agreement or unconnected to the procurement process but relating to the relevant market for any of the contractual supplies and/or services the Supplier shall pay to DHL on demand the sum equal to 15% of the contract value of the contractual supplies and/or services procured from Supplier and Supplier Parties by DHL and DHL Affiliates during the Illegal Restraint of Competition as liquidated damages. This does not apply if neither the Supplier nor any Supplier Parties are responsible for the violation. The amount of the liquidated damages shall be without prejudice to either party's right to prove that no damages or damages of different value occurred and shall be without prejudice to DHL's other rights and remedies arising under this Agreement, existing at law or in equity or otherwise. Any payment made by Supplier pursuant to this clause shall be deducted from respective claims DHL Affiliates might have, if any.

(iii) If the Supplier and/or Supplier Parties have been proven to have committed an Illegal Restraint of Competition, Supplier shall deliver to DHL true, accurate and complete copies of any communication to competition authorities, including annexes, regarding markets affected by the Illegal Restraint of Competition, in particular any leniency applications and settlement agreements, each including annexes, to the extent permissible under applicable law. All such documents must be delivered to DHL without undue delay, and at the latest within four (4) weeks following the final and binding completion of an antitrust proceeding of the respective competition authority or the final and binding ruling of a court in subsequent judicial proceedings appealing the respective competition authority's decision.

(iv) DHL shall be entitled to terminate this Agreement for cause without notice if Supplier and/or any Supplier Parties commits an Illegal Restraint of Competition as defined in this Section.

(v) The terms of this Section shall survive the termination or expiration of this Agreement (and any Purchase Orders, if applicable) for any reason, and shall be without prejudice to DHL's other rights and remedies arising under this Agreement, existing at law or in equity or otherwise.

(g) Continuous Improvement. DHL is committed to continuous improvement of its products, services and processes. Supplier acknowledges and shares this commitment. DHL and Supplier shall work in good faith to achieve a material reduction each year in DHL costs for similar quantities of Services and Deliverables over the immediately preceding year. Supplier shall use its good faith efforts to identify potential changes to the provision of Services and Deliverables (such as changes to planning, production, personnel, storage, fulfillment and overall management of Supplier's relationship with DHL) that may result in cost reductions. No later than March 31 of each year, Supplier will submit to DHL its proposed written plan for continuous improvements for the following year. The plan will include detailed descriptions of the proposed changes, the potential savings of those changes, and the potential costs. Supplier shall meet quarterly with DHL to communicate progress on the continuous improvement plan and once annually to agree on plan achievement. Supplier acknowledges that DHL may (but is not obligated to) consider Supplier's success or failure in achieving continuous improvement when evaluating whether to renew this Agreement with Supplier and whether to purchase increased volumes of Deliverables and Services from Supplier.

26. NONWAIVER

Any failure at any time of DHL to enforce any provision of the Purchase Order shall not constitute a waiver of such provision or prejudice the right of DHL to enforce such provision at any subsequent time.

27. PARTIAL INVALIDITY

If any provision of the Purchase Order is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

28. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE

No news or press release, including photographs and films, advertisement, public announcement, promotion, publicity materials, denial or confirmation of same, or any part of the subject matter of the Purchase Order or any phase of any program hereunder shall be made, nor shall DHL be identified nor DHL's name or marks be used or identified in any manner, without prior written approval of DHL.

29. APPLICABLE LAW

The Purchase Order shall be governed by the law of the applicable jurisdiction in which the Products are provided and/or Services are performed.

30. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications pursuant to the Purchase Order must be in writing and will be deemed to have been given on receipt or first refusal thereof and shall be delivered (i) by hand (with written confirmation of receipt); (ii) by a nationally recognized overnight courier (receipt signature required); or (iii) by certified or registered mail, return receipt requested, postage prepaid. Notices to Supplier shall be sent to (i) Supplier's address identified in the Purchase Order or (ii) notices to Supplier shall be sent to Supplier at such other address for Supplier as specified in a notice given in accordance with this Section; provided however, that if there is an Existing Contract then notices to Supplier shall be sent to the Supplier notice address specified in such Existing Contract. Notices to DHL Express Canada shall be sent to 18 Parkshore Drive, Brampton, ON, L6T 5M1, with a copy to Legal Dept. at 90 Matheson Boulevard West, Suite #111, Mississauga, Ontario, Canada L5R 3R3, email canadalegal@dhl.com. Notices to DHL Global Forwarding Canada shall be sent to 6200 Edwards Boulevard, Mississauga, ON L5T 2V7, with a copy to Legal Dept. at 90 Matheson Boulevard West, Suite #111, Mississauga, Ontario, Canada L5R 3R3, email canadalegal@dhl.com. Notices to all other DHL entities should be sent to 360 Westar Blvd., Westerville, OH 43082, attention Legal Dept. Notices to DHL shall be sent to such other address for DHL as specified in a notice given in accordance with this Section; provided however, that if there is an Existing Contract then, notices to DHL shall be sent to the DHL notice address specified in such Existing Contract.

31. DRAFTING. If there is a dispute between any of the parties hereto over the meaning of the Purchase Order, all parties will be deemed to have been the drafter of the Purchase Order, and any applicable law that states that contracts are construed against the drafter will not apply.

32. AMENDMENTS. The Purchase Order shall not be modified, altered or amended without DHL's prior written approval. Notwithstanding anything to the contrary, DHL has the right (in its sole discretion) to amend these Purchase Order Terms and Conditions from time to time.

33. DELAYS/WAIVER. No delay or failure of either party at any time to exercise or enforce any right or remedy available to it under the Purchase Order, and no course of dealing or performance with respect thereto, will constitute a waiver of any such right or remedy with respect to any other breach or failure by the other party. The express waiver by a party of any right or remedy in a particular instance will not constitute a waiver of any such right or remedy in any other instance. All rights and remedies will be cumulative and not exclusive of any other rights or remedies.