

Norter General Terms and Conditions of Purchase Order (“Conditions”)

1. Seller’s Obligations

- 1.1. The present conditions are an integral part of the purchase order (“PO”) and complement it. They shall take precedence and prevail over the conditions of sale of Seller or any other term which are inconsistent herewith.
- 1.2. Seller shall acknowledge receipt in writing within two (2) days of Nortera PO’s date. If no acknowledgement is made, Nortera may cancel at any time the PO without compensation or indemnity to Seller.
- 1.3. In case Nortera requests changes to the PO, Seller shall inform Nortera of any effect arising from such changes as soon as possible but no later than two (2) days following Nortera’s request. Changes shall become effective upon acceptance of an amendment to the PO.
- 1.4. Seller must comply with Nortera’s code of conduct and charters.
- 1.5. Seller may not assign the PO and Conditions or any of Seller's obligations hereunder without Nortera's express written consent.

2. Delivery

- 2.1. The Goods shall be delivered DDP (Incoterm 2020) at the place of destination of Nortera, unless otherwise specified in the PO. Partial delivery is subject to Nortera’s written consent.
- 2.2. Seller shall be responsible for packing and labelling the Goods in accordance with all statutory provisions and industry standards. In all cases, the packing shall be adequate so as to prevent any damage to the Goods during transport, handling and storage at the place of delivery.
- 2.3. Seller shall notify Nortera immediately if failure to comply with the delivery dates is foreseeable. If Seller does not comply with the delivery dates and unless written acceptance of Nortera of the new delivery dates, Nortera shall be entitled to return the Goods or store them until they are taken back by Seller at Seller’s cost and risks and Nortera reserves the right to purchase the goods and/or services from a third party and hold Seller fully accountable therefore. Transfer of title shall occur upon delivery.

3. Prices and Payment

- 3.1. All prices are fixed and include all costs incurred in connection with manufacturing, packaging, loading, transport and unloading save for taxes.
- 3.2. Invoice shall be paid within thirty (30) days following the end of month in which the invoice is issued unless Nortera receives the invoice less than twenty (20) days before the due date of payment, in which case, the payment shall be postponed to the next month.
- 3.3. Payments are made by bank transfer, or exceptionally by check and Seller bears all bank charges.
- 3.4. If an event of Force Majeure occurs, Seller shall refund the amount paid for undelivered Goods.
- 3.5. Nortera shall be entitled to set-off any sum owed by Seller to Nortera for whatever reason against any sum owed by Nortera to Seller.

4. Renegotiation clause

- 4.1. If the supply agreement between the parties has a term of more than one (1) year and the Goods are more expensive than conditions offered on the market for goods of similar characteristics in quality and quantity, Seller undertakes to renegotiate in good faith the price of the Goods, at Nortera’s request.

5. Inspection and Acceptance of Goods

- 5.1. Acceptance is subject to verification by Seller of the Goods in conformity with the PO. Goods are not deemed accepted because of Nortera’s absence of refusal at the time of delivery and payment of price.
- 5.2. If Nortera refuses the Goods, Seller shall replace the Goods within seven (7) days of notification. The Goods shall be kept on behalf of Seller at the place of delivery, at Seller’s costs and risks.

6. Warranty

- 6.1. Seller represents that all implied and express conditions and title shall be free of any encumbrance. Seller warrants the Goods for a period of twelve (12) months from date of use to eighteen (18) months from the date of delivery for any express or implied warranties applicable. Should the Goods be defective, Seller shall replace the Goods seven (7) calendar days from the date of Nortera's request. Seller shall indemnify and hold harmless Nortera, its affiliate and representative against any and all loss, liability and expense by reason of any negligent act or omission, defect or breach of the Conditions, PO or any applicable Laws.

7. Right of Audit

- 7.1. Subject to a seven (7) day notice, Nortera is entitled to carry out audits where the Goods, storage and production site are located to verify the compliance with the PO.

8. Insurance

- 8.1. Seller shall maintain at its own expense at all time insurance policies with satisfactory coverage to Nortera and provide insurance certificate before starting to perform its obligations, at Nortera's satisfaction.

9. Termination

- 9.1. Nortera may terminate for convenience at any time by written notice of any PO, or its obligation to purchase Goods from Seller, without liability to Seller. If a PO is terminated for convenience, the PO shall be deemed terminated upon receipt of a written notice by Seller to this effect, unless the notice specifies a date for termination or otherwise mutually agreed to by the parties. In such event, Nortera shall pay for any Goods delivered prior to the date that termination becomes effective and for Seller's reasonable actual costs related to the PO that are rendered unrecoverable by such termination, subject to promptly receiving supporting data. Unless Nortera has requested and received a refund in respect of any undelivered Goods, it shall be entitled to the delivery of all Goods for which it has paid prior to the effective date of termination.

10. Jurisdiction

- 10.1 If the PO is issued by Nortera Foods Inc., this PO shall be governed and construed in accordance with the laws of Quebec, and the parties shall attorn to the exclusive jurisdiction of the competent courts in the district of Montreal, Canada. If the PO is issued by Nortera Foods USA, Inc., this PO shall be governed and construed in accordance with the laws of Delaware, and any action arising out of this PO shall be brought in a court of competent jurisdiction in the State of Delaware. Each party hereby waives any objection to such venue or that any suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party hereby waives its right to a jury trial.

In the event of a conflict between these Conditions and a supply agreement between the parties, the terms of the supply agreement shall prevail.