

Purchase Order Terms and Conditions

2022 Environmental Science CA Inc. agrees to purchase and the supplier identified by 2022 Environmental Science CA Inc. on the face of this purchase order (the "Supplier") agrees to provide the products (the "Products") and/or the services (the "Services") described in this purchase order including in any document or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order") during the Term (as defined herein), according to the following:

Sections 1 to 5 apply to Products only.

1. Acceptance: This Order shall be deemed to be accepted and shall be a binding contract for the sale of the Products upon the first to occur of the following events:

(a) Supplier signing the face of this Order or otherwise acknowledging its acceptance of 2022 Environmental Science CA Inc.'s Order and delivering the signed Order or other acknowledgement to 2022 Environmental Science CA Inc. by electronic mail, regular mail or otherwise; or (b) Supplier shipping or delivering the Products described on the face of this Order to 2022 Environmental Science CA Inc. and 2022 Environmental Science CA Inc. accepting receipt of the Products (which 2022 Environmental Science CA Inc. is permitted in its absolute discretion not to so accept receipt if subparagraph (a) was not first complied with by Supplier.

2. Delivery, Title and Risk: Delivery of the Products to 2022 Environmental Science CA Inc. shall take place at the shipping destination specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Products shipped under this Order until receipt of delivery and acceptance of such Products by 2022 Environmental Science CA Inc. at the specified delivery location, at which time title to and the risk of loss with respect to such Products shall pass to 2022 Environmental Science CA Inc. Partial shipments are not permitted unless otherwise agreed to in writing by 2022 Environmental Science CA Inc. Supplier shall be responsible and liable to 2022 Environmental Science CA Inc. for the acts or omissions of any agents or third parties used by Supplier in delivering Products to 2022 Environmental Science CA Inc. pursuant to this Order.

3. Inspection: All Products are subject to 2022 Environmental Science CA Inc.'s final inspection and acceptance on delivery. If rejected, the Products will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Products or payment shall relieve Supplier from full responsibility for furnishing Products conforming to the requirements of this Order and applicable legislation, nor prejudice any claim, right or privilege 2022 Environmental Science CA Inc. may have for defective or unsatisfactory Products, delays in delivery or other non-compliance with this Order or applicable legislation.

4. Warranty: In addition to any other express warranties set forth elsewhere in this Order,

Supplier expressly warrants that: (a) it has good and marketable title to all Products furnished under this Order and the right to and does transfer title to such Products to 2022 Environmental Science CA Inc. free of all liens and encumbrances;

(b) all Products supplied shall be in accordance or otherwise comply with all applicable

specifications set forth in this Order, descriptions or

samples furnished by Supplier and in accordance with all other requirements of this Order and the representations of Supplier and in accordance with all Applicable Law; (c) all Products shall be fit and suited for any express purpose or use contemplated by this Order, and shall be of merchantable quality. THE WARRANTIES EXPRESSLY SET FORTH IN THIS ORDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Information Furnished to 2022 Environmental Science CA Inc.: Supplier hereby grants to 2022 Environmental Science CA Inc. an irrevocable, perpetual,

royalty free, transferable and sub-licensable license to use, for its own purpose, any drawings, specifications or other information provided by Supplier in association with the Products or this Order, including the right to duplicate any components of the Products for use as replacement or spare parts at 2022 Environmental Science CA Inc.'s plant site, that are not otherwise 2022 Environmental Science CA Inc. Property pursuant to this Order.

Sections 6 to 13 apply to Services only.

6. Performance of the Services: Supplier is expected to organize its business with 2022 Environmental Science CA Inc. in line with the 2022 Environmental Science CA Inc. Supplier Code of Conduct (the "2022 Environmental Science CA Inc. Supplier Code of Conduct") which is available at the following URL: www.environmentalscience.bayer.com. 2022 Environmental Science CA Inc. shall have the right to audit the sustainability performance of Supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit, executed directly by 2022 Environmental Science CA Inc. or by a third party. The sustainability performance will be evaluated by comparing it with the 2022 Environmental Science CA Inc. Supplier Code of Conduct principles. Supplier shall perform the Services, and shall achieve any specific results and supply any specific deliverables set out in this Order, in accordance with any delivery schedule as may be set out in this Order. Unless specifically set out in this Order, Supplier shall pay all expenses associated with the provision of the Services. The Services shall be performed to the highest standards customary in the relevant industry.

7. Supplier Employees: Neither Supplier nor any individual performing the Services for or on behalf of Supplier (the "Supplier Employees") is an employee of 2022 Environmental Science CA Inc. as defined by any legislation dealing with employment standards. The Supplier will remain in all respects the sole employer of all Supplier Employees, and in connection with such employment will comply with all domestic or foreign statute, law, ordinance, rule, regulation, treaty or regulatory policy, guideline, code, by-law or order that applies in whole or part (the "Applicable Law"). In the event that in the discretion of 2022 Environmental Science CA Inc. acting reasonably, any Service Employee is not in compliance with the terms and conditions of this Order or is acting in a manner that reflects poorly on 2022 Environmental Science CA Inc., 2022 Environmental Science CA Inc. may upon written notice require that such Service Employee cease to provide the Services, and Supplier hereby releases 2022 Environmental Science CA Inc. from any liability arising from such action.

8. Equipment: Supplier shall provide all equipment, tools and materials to be used in the provision of the Services, except anything that this Order expressly states will be supplied or loaned by 2022

Environmental Science CA Inc. Any equipment, tools or materials supplied or loaned by 2022 Environmental Science CA Inc. must be returned in good condition whenever requested by 2022 Environmental Science CA Inc., and in any event, immediately upon termination or expiry of this Order. All equipment, tools and materials used in the Services will be used in a safe and appropriate manner.

9. Representations, Warranties and Covenants: Supplier represents, warrants and covenants to 2022 Environmental Science CA Inc., and acknowledges that 2022 Environmental Science CA Inc. is relying on such representations and warranties in entering into this Order, as follows: (i) Supplier will provide the Services to 2022 Environmental Science CA Inc. in accordance with all Applicable Laws, and will perform all obligations under this Order in a sound, responsible and commercially reasonable manner in accordance with any applicable protocols and the highest standards of diligence and care expected of a duly qualified provider of such Services, and no inspection, approval, acceptance of, or payment for, the Services or any part thereof by 2022 Environmental Science CA Inc. will relieve Supplier from its obligations to comply with such standards (ii) without limiting the foregoing, Supplier shall perform all work performed as part of the contractual relationship with 2022 Environmental Science CA Inc. in a manner consistent with all applicable anti- bribery and antitrust laws and Supplier has not made or provided, and will not make or provide, any payment or benefit, directly or indirectly, to government officials, customers, business partners or any other person in order to secure an improper benefit or unfair business advantage, affect private or official decision-making, or induce someone to breach professional duties or standards; (iii) Supplier will promptly report to 2022 Environmental Science CA Inc. in writing any suspected or detected violation of these principles in connection with 2022 Environmental Science CA Inc.'s business and, in such cases, will cooperate fully with 2022 Environmental Science CA Inc. in reviewing the matter; (iv) in the performance of the Services, Supplier will not infringe upon intellectual or proprietary rights of third parties; (v) Supplier does not have any existing obligations, and while this Order is in effect will not enter into any obligations, that would conflict with or prevent fulfillment of Supplier's obligations under this Order; (vi) the Supplier acknowledges that it is prohibited from sub-contracting, delegating or assigning any of its rights or obligations under this Order without 2022 Environmental Science CA Inc.'s prior written consent, and in the case of approved sub-contracting, Supplier shall enter into a written agreement with the sub-contractor containing terms that are similar to and at least as stringent as the terms of this Order; (vii) Supplier acknowledges and understands that 2022 Environmental Science CA Inc. follows a policy of "No Gifts" to be exchanged with suppliers; (viii) Supplier has full power, capacity and right to enter into this Order; and has the full power, capacity and right to perform its obligations under this Order; and this Order constitutes a legal and binding obligation of Supplier enforceable against Supplier in accordance with its terms and conditions; (ix) Supplier and each of the Supplier Employees have all necessary licenses and permits that are required in order to lawfully complete or perform the Services; (x) Supplier is registered under the Excise Tax Act (Canada) and has provided its registration number to 2022 Environmental Science CA Inc., as applicable; (xi) Supplier has the full unencumbered right and entitlement to assign all intellectual property rights transferred and assigned in this Order and the ownership and exploitation by 2022 Environmental Science CA Inc. of the Work Product, as contemplated by this Order, will not violate or infringe any intellectual property rights of any other party; (xii) title to the Work Product and all media, materials and supplies housing the Work Product delivered hereunder shall pass to 2022 Environmental Science CA Inc. in accordance with the terms hereof free and clear of all liens and encumbrances; (xiii) Supplier has made no intellectual property rights registrations of any nature in any jurisdiction in the world in respect of the Work Product including copyright, patent and trade-mark registrations; and (xiv) the Work Product is an original work of

authorship developed by Supplier for 2022 Environmental Science CA Inc.. Without limiting Section 19, any breach of the representations, warranties and/or provided in this Section shall be construed as a material breach of this Order, and following such breach 2022 Environmental Science CA Inc. shall have the unilateral right to cancel this Order on written notice to Supplier.

10. 2022 Environmental Science CA Inc. IT Systems: For performance of the Services, 2022 Environmental Science CA Inc. at its discretion may obtain third-party access rights that may be required for Supplier to access specific information contained within 2022 Environmental Science CA Inc.'s information technology systems ("2022 Environmental Science CA Inc. IT Systems"). In the event that third-party access rights to 2022 Environmental Science CA Inc. IT Systems are obtained, Supplier agrees to sign any third-party access agreement provided by 2022 Environmental Science CA Inc. for the benefit of 2022 Environmental Science CA Inc. and/or such third party, and agrees to be bound by its provisions including without limitation indemnifying 2022 Environmental Science CA Inc. for any and all breach(es) of the third-party access agreement.

11. Document Inspection and Audit. During the Term of this Order and for 2 years thereafter (or for such longer period as may be required by Applicable Law): (a) Supplier will maintain all books, records and other documents relating to the performance of this Order or required to be kept by Applicable Law; and (b) Supplier agrees to make all its books, records and other documents relating to this Order and the Services available to 2022 Environmental Science CA Inc. for its review during normal business hours and upon reasonable prior notice. 2022 Environmental Science CA Inc. shall have the right to copy all such records and reports as it deems appropriate. If any inspection or audit discloses amounts owing to 2022 Environmental Science CA Inc., such amount will be paid within 90 days following notice by 2022 Environmental Science CA Inc. to Supplier. 2022 Environmental Science CA Inc. shall have the right to send its representatives to audit, inspect and observe the manufacture, processing, storage, transportation and disposal of material, and any documents, books and records relating thereto, at any time during normal business hours. 2022 Environmental Science CA Inc. shall have the right to conduct inventory audits, as well as any other types of audits reasonably required for its internal control or to ensure compliance with Applicable Law relating to this Order or the Services.

12. 2022 Environmental Science CA Inc.-Owned Material: Any product, technology or material owned by 2022 Environmental Science CA Inc. that is provided to Supplier pursuant to this Order ("2022 Environmental Science CA Inc.-Owned Material") is provided to Supplier solely for the purpose of performing the Services. Following completion of the Services, Supplier will, at the option of 2022 Environmental Science CA Inc., either return any remaining 2022 Environmental Science CA Inc.-Owned Material to 2022 Environmental Science CA Inc. or destroy such 2022 Environmental Science CA Inc.-Owned Material at Supplier's expense and in compliance with any applicable environmental laws. Supplier will not use the 2022 Environmental Science CA Inc.-Owned Material or the results of any assessment of 2022 Environmental Science CA Inc.-Owned Material, for any other purpose and will not attempt to reverse-engineer or determine in any way the composition or structure of any 2022 Environmental Science CA Inc.-Owned Material without the prior written consent of 2022 Environmental Science CA Inc. Nothing in this Order grants Supplier any proprietary rights in 2022 Environmental Science CA Inc.-Owned Material.

13. Supplier Technology: Unless a separate license from Supplier, or an exemption from this clause, is signed on or before the Start Date, Supplier hereby grants to 2022 Environmental Science CA Inc. a non-

exclusive, royalty-free, fully paid, irrevocable and non-cancellable, assignable and transferable license to Use any intellectual property owned by or licensed to Supplier prior to the Start Date, if that intellectual property is reasonably necessary for effective use of any Work Product. For the purposes of this Section, "Use" shall mean one or more of the following rights: to use, modify, adapt, translate, license or sublicense, change, alter, improve, enhance, make derivative works based upon or derived from, make additions to, reproduce, copy, display, or perform or communicate in any manner.

Sections 14 to 36 apply to Products and Services.

14. Invoicing and Payment: Supplier will invoice 2022 Environmental Science CA Inc. as follows: (i) Supplier will invoice 2022 Environmental Science CA Inc. for the cost of the Products and/or Services at the fees stated in this Order; (ii) invoicing and fees payable will be subject to any maximum cost of Products and/or services as stated in this Order (if any); (iii) each invoice must provide details of specific Products delivered and/or Services performed; (iv) no premium fees, overtime rates or mark-ups are allowed without prior written authorization by 2022 Environmental Science CA Inc., and a copy of any third party invoice must be provided by Supplier to 2022 Environmental Science CA Inc.; and (v) each invoice will certify that the stated Products were delivered and/or Services were performed. Payment of verified invoices is due 75 days from the date 2022 Environmental Science CA Inc. receives the invoice, unless otherwise specified in the Purchase Order. Invoices must be submitted to vendorsCA@envu.com and must clearly reference the Purchase Order number. The payment period shall commence only after 2022 Environmental Science CA Inc. has received both a valid invoice and the corresponding products and/or services. 2022 Environmental Science CA Inc. has the right to set off its payable claims against the payable debts to the Supplier. 2022 Environmental Science CA Inc. may reject any invoice if it is not complete, or if 2022 Environmental Science CA Inc. has reasonable doubt that the Services were performed or were performed in accordance with this Order, or if 2022 Environmental Science CA Inc. has reasonable doubt that the Products delivered meet the required specifications, each as applicable. At the request of 2022 Environmental Science CA Inc., Supplier will supply further information requested by 2022 Environmental Science CA Inc. and/or demonstrate to the satisfaction of 2022 Environmental Science CA Inc. that the Product was delivered and/or the Services were performed or were rectified so as to have been delivered and/or performed in accordance with this Order. All amounts invoiced by Supplier to 2022 Environmental Science CA Inc. pursuant to this Order shall separately identify all taxes from any other amounts invoiced. Unless specifically stated to the contrary, all fees set out in this Order shall not include any taxes. Supplier agrees to provide 2022 Environmental Science CA Inc. with any documentary evidence as may be required by 2022 Environmental Science CA Inc. in order to claim input tax credits/reimbursements in respect of any taxes paid to Supplier and all invoices, statements of account or any similar documents rendered by Supplier shall contain such information as is required by, or prescribed under, Applicable Law, including any applicable tax registration numbers. Supplier shall remit taxes collected to the proper authorities. Supplier acknowledges that compensation for Services provided in Canada by non-residents of Canada are subject to withholding taxes, and acknowledges and accepts the right of 2022 Environmental Science CA Inc. to withhold amounts from any payments made to Supplier under this Order related to taxes, duties or other charges where 2022 Environmental Science CA Inc. deems such withholding to be required under any applicable laws, regulations, or rules and 2022 Environmental Science CA Inc. shall not be liable to Supplier in any manner for amounts so withheld or remitted.

15. Price Inclusive: Unless otherwise specified in this Order, the stated price for the Products and/or Services shall include all duties, levies, freight charges, packing charges, insurance charges and any other charges whatsoever in connection with the supply of the Products and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import.

16. Currency: Unless otherwise specified in this Order, the prices set forth in this Order are expressed in Canadian dollars.

17. Delay: Time is of the essence of this Order. Supplier agrees that it will deliver the Products and/or provide the Services in accordance with the times specified in this Order. Supplier shall immediately notify 2022 Environmental Science CA Inc. in writing if the delivery of the Products and/or provision of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Supplier of its obligation to deliver and/or perform as required by this Order.

18. Term: Unless cancelled earlier in accordance with the terms and conditions of this Order, the term of this Order (the "Term") shall commence on the Order issue date and will continue until such time as Supplier has performed all of its obligations with respect to this Order or this Order is cancelled in accordance with the terms and conditions of this Order.

19. Cancellation: In addition to any other rights and remedies which it may have, 2022 Environmental Science CA Inc. may cancel the supply of the Products and/or the performance of the Services or any part thereof for cause because of Supplier's failure to comply with any of the terms or conditions of this Order (including without limitation, for late delivery of Product or Services, delivery of Product which is defective or which does not conform with this Order, or failure to provide 2022 Environmental Science CA Inc., upon request, with reasonable assurances of future performance). Upon such cancellation for cause and in addition to any rights and remedies which 2022 Environmental Science CA Inc. may have, all costs of Supplier resulting from such cancellation shall be borne by and be the responsibility of Supplier. Furthermore, 2022 Environmental Science CA Inc. may cancel the supply of the Products and/or performance of the Services or any part thereof without cause at its sole option by giving written notice to that effect to Supplier. Upon such cancellation without cause, 2022 Environmental Science CA Inc. shall reimburse Supplier for its actual direct costs incurred in respect of this Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Products and/or Services which Supplier could reasonably obtain from a third party. The preceding sentence constitutes 2022 Environmental Science CA Inc.'s full liability to Supplier and Supplier's sole remedy against 2022 Environmental Science CA Inc. for such termination without cause by 2022 Environmental Science CA Inc.

20. Patent Infringement: Supplier warrants that the Products, the Services or the use thereof shall not infringe on or violate any rights respecting any existing or pending patent, copyright, trademark, trade name, license, invention or process of manufacturing or other intellectual property or contractual right.

21. Intellectual Property: Supplier acknowledges and agrees that (i) any intellectual property rights associated with any Product made, designed or developed for 2022 Environmental Science CA Inc. pursuant to this Order by

Supplier, its employees or agents other than Product made and commercially distributed to third parties prior to this Order or any order by 2022 Environmental Science CA Inc., and

(ii) any intellectual property created during the

provision of the Services, including, without limitation, inventions, discoveries, ideas, trade secrets and copyrightable works, whether or not Supplier is specifically instructed to create it (the “Work

Product”), each as applicable, shall be and remain at

all times the exclusive property of 2022 Environmental Science CA Inc. (the “2022 Environmental Science CA Inc. Property”). Supplier shall promptly disclose to 2022 Environmental Science CA Inc. all intellectual property made or conceived in whole or in part by or on behalf of Supplier in the course of, or as a result of, the performance of this Order, or that relates directly to or involves the use of information provided by 2022 Environmental Science CA Inc.. Supplier hereby transfers and assigns to 2022 Environmental Science CA Inc. all patents, copyrights, trademarks and other industrial and intellectual property rights in and title to the 2022 Environmental Science CA Inc. Property. Supplier waives and shall ensure its employees and agents waive all moral rights associated with the 2022 Environmental Science CA Inc. Property. During and after the Term of this Order, Supplier shall from time to time as and when requested by 2022 Environmental Science CA Inc. and at 2022 Environmental Science CA Inc.’s expense, assist 2022 Environmental Science CA Inc. in obtaining, registering, maintaining and defending for 2022 Environmental Science CA Inc.’s benefit all rights in the 2022 Environmental Science CA Inc. Property in any and all countries as 2022 Environmental Science CA Inc. may determine in its sole discretion.

22. Confidential Information: “Confidential Information” shall mean all information of Buyer that is marked or otherwise identified by 2022 Environmental Science CA Inc. as confidential or that by the nature of the circumstances surrounding its disclosure to Supplier ought to in good faith be treated as confidential by Supplier. Supplier shall use Confidential Information only for the purpose of fulfilling this Order and/or

applicable legislative requirements (the “Purpose”), shall keep all Confidential Information confidential and shall not disclose Confidential Information to any individual or entity other than those employees and agents of Supplier or its parent, subsidiary or affiliated companies or legislative authorities who have a legitimate need to receive the Confidential Information for the Purpose and who shall be bound to Supplier to keep Confidential Information confidential or are legislatively required to receive Confidential Information. The parties agree that

any breach of this paragraph by Supplier shall result in harm to 2022 Environmental Science CA Inc. that cannot be remedied by monetary damages alone and Supplier shall not raise or rely on a requirement to establish irreparable harm in any injunctive relief proceedings that may be brought by 2022 Environmental Science CA Inc. against Supplier respecting a breach or alleged breach of this paragraph.

23. Privacy and Anti-Spam: Supplier shall comply with, as applicable, the requirements of the Personal Information Protection and Electronic Documents Act (Canada) and any similar, replacement or

supplemental federal or provincial legislation in effect from time to time to which 2022 Environmental Science CA Inc. or Supplier are subject with respect to the collection, use and disclosure of personal information about an

identifiable individual (the "Privacy Legislation"). In connection with this Order, to the extent that 2022 Environmental Science CA Inc. or its employees or representatives provide personal information or records (as more particularly defined in applicable Privacy Legislation) to Supplier, or

Supplier collects personal information or records, Supplier will only use such personal information or records for the purposes necessary to fulfill its obligations under this Order, and will not disclose such personal information or records except and as authorized by 2022 Environmental Science CA Inc. or as required by Applicable

Law. Supplier will at all times use appropriate security

measures to protect personal information and records in its possession against unauthorized use and disclosure. In the event Supplier receives from a third party any request for access to such personal information or records, Supplier will promptly advise 2022 Environmental Science CA Inc., and subject to Supplier's requirements at law, will permit 2022 Environmental Science CA Inc. to take, and cooperate with 2022 Environmental Science CA Inc. in its taking of, legally permissible steps to prevent such disclosure where the information requested may be exempted from disclosure pursuant to the relevant

provisions of Privacy Legislation. Supplier shall also comply with any applicable requirements of any legislation restricting the sending of commercial electronic messages (commonly referred to as

"Canada's Anti-Spam Legislation" or "CASL"). Supplier shall not send "commercial electronic messages" (as defined in CASL) on behalf of 2022 Environmental Science CA Inc.

without the express approval of 2022 Environmental Science CA Inc. Supplier shall follow all directions, instructions, policies and guidelines of 2022 Environmental Science CA Inc. when sending a commercial electronic message on behalf of 2022 Environmental Science CA Inc.

24. Financial Transparency: To the extent 2022 Environmental Science CA Inc. and its affiliates are subject to transparency legislation, including the (Ontario) Health Sector Payment Transparency Act, any transfers of value to Supplier, including pursuant to this Order, may need to be

reported by 2022 Environmental Science CA Inc. and/or its affiliates to the applicable regulator, who may publicly disclose such information (including any personal information).

25. Liability and Indemnity: Supplier shall be liable for and agrees to indemnify and hold 2022 Environmental Science CA Inc., its affiliates and their respective directors, officers,

employees, representatives, shareholders and agents

harmless from and against any and all claims, suits, actions, liabilities, expenses and losses, including legal fees, costs and interest, irrespective of whether such losses are foreseeable, arising from: (i) any breach of Supplier's obligations under this Order; (ii) any breach of a representation or warranty provided by Supplier hereunder; (iii) any defect in the Products furnished

pursuant to this Order; (iv) acts or omissions, including negligence, of Supplier or any officer, director, employee (including Supplier Employees), agent, representative or contractor of Supplier in the course of furnishing the Products or performing the Services; (v) Supplier's failure to deliver the Products or complete the Services in a manner consistent with this Order or industry standards; and (vi) the failure of Supplier, or any of its officers, directors, employees (including Supplier Employees), agents,

representatives or contractors to comply with

Applicable Law. IN NO EVENT SHALL 2022 ENVIRONMENTAL SCIENCE CA INC. BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER, NOR SHALL 2022 ENVIRONMENTAL SCIENCE CA INC. BE LIABLE FOR LOSS OF BUSINESS PROFITS OR LOSS OF SAVINGS OR

BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS ORDER OR FROM THE PERFORMANCE, SUSPENSION, TERMINATION OR BREACH OF THIS ORDER, WHETHER BASED UPON PRINCIPLES OF EQUITY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE EVEN IF 2022 ENVIRONMENTAL SCIENCE CA INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

26. Insurance: Throughout the Term and for a period of 2 years after the expiry or termination of this Order, Supplier shall maintain in force, at its sole expense, at a minimum, the insurance coverages as may be reasonably requested by 2022 Environmental Science CA Inc., including commercial general liability insurance with appropriate limits. The insurance coverages shall name 2022 Environmental Science CA Inc. as additional insureds in respect of this Order.

27. Governing Law: This Order shall be governed by and construed exclusively in accordance with the laws of the province of Saskatchewan // Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Supplier hereby attorns to the exclusive jurisdiction of the courts of the province of Saskatchewan// Ontario.

28. Governing Terms and Conditions: The terms and conditions set forth in this Order shall constitute the sole and exclusive agreement between 2022 Environmental Science CA Inc. and Supplier shall supersede all prior agreements or commitments, whether oral or written. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order only. 2022 Environmental Science CA Inc. hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to 2022 Environmental Science CA Inc. which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. 2022 Environmental Science CA Inc.'s acceptance of the Products and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.

29. Relationship Between the Parties: 2022 Environmental Science CA Inc. and Supplier are acting as independent contractors with respect to the activities in connection with this Order. Nothing in this Order shall be interpreted or be deemed to create any type of agency, joint venture, partnership or franchising relationship between 2022 Environmental Science CA Inc. and Supplier. Supplier shall not act or attempt to act, or represent itself, directly or by implication, as having any authority to assume or to create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of 2022 Environmental Science CA Inc., other than as specifically provided in or contemplated by this Order.

30. No Binding Obligation: Nothing in this Order commits 2022 Environmental Science CA Inc. to purchase any Products from the Supplier until the Order has been issued and accepted in accordance with Section 1 of this Order. Other than as expressly set out in this Order, 2022 Environmental Science CA Inc. is not obligated to request any Services, or any particular minimum quantity or value of Services, during the Term. The appointment of Supplier to provide the Products and/or Services is not an exclusive arrangement. Nothing in this Order is intended to limit 2022 Environmental Science CA Inc.'s ability to procure the Products and/or Services from any other supplier...

31. Severability: In the event that any provision herein or part thereof is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions or parts thereof shall be and remain in full force and effect and shall be construed as if the unlawful, void, invalid or unenforceable provision had been deleted from this Agreement.

32. Modifications and Revisions: No revision or modification of the terms and conditions of this Order shall be binding on 2022 Environmental Science CA Inc. unless such revision or modification is expressly accepted in writing by an authorized officer of 2022 Environmental Science CA Inc.

33. Waivers: No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.

34. Assignment and Subcontracting: No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of 2022 Environmental Science CA Inc. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order. 2022 Environmental Science CA Inc. may assign any or all of its rights and obligations under this Order at any time without the prior consent of Supplier.

35. Survival: Any terms of this Order, which by their nature extend beyond expiration or termination of this Order, shall remain in full force and effect until performed or fulfilled.

36. Language. Both parties declare that they have requested and do hereby confirm their request that this Order and related documents be in English. Les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que le présent Commande ainsi que les documents qui s'y rattachent, soient rédigés en anglais.