

GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS CEPSA CHIMIE BÉCANCOUR INC.

1. PURPOSE

These general terms and conditions (the "Conditions") are intended to establish the general terms and conditions governing the relationship between Cepsa Chimie Bécancour inc. (Cepsa) and the Supplier for the purchase of products, goods, or materials ("Products"), whether in the form of contracts or orders.

2. SCOPE

The parties agree that these Terms apply to any project that is the subject of a contract between Cepsa and the Supplier or an order placed by Cepsa with the Supplier ("Project").

Any derogation or modification to any of the provisions of these Conditions is only valid when it is approved and evidenced in writing duly signed by Cepsa and the Supplier. Any exception so approved and evidenced in writing applies only to the Project provided for in writing and may not be extended to other previous or subsequent Projects.

Under no circumstances do the Supplier's terms and conditions apply. Similarly, any condition, specification, or similar term that the Supplier may include in any delivery note, invoice or, in general, any document exchanged between the parties in connection with the Project that would be inconsistent with the provisions of these Conditions will not be applicable.

3. OFFER

The Supplier will submit its offer of Products in accordance with the provisions of the corresponding invitation to tender published by Cepsa. Cepsa reserves the right to accept or refuse the offer without this giving rise to repairs for the Supplier.

Unless otherwise provided in the invitation to tender published by Cepsa, any tender submitted by the Supplier is valid for thirty (30) days from the date of receipt by Cepsa. Cepsa shall not bear any costs in connection with the submission of the offer by the Supplier.

4. FORMALIZATION OF ORDERS AND CONTRACTS

All Suppliers must be registered on Cepsa's online registration and approval platform prior to the formalization of any contract or order.

Offers accepted by Cepsa will be formalized by means of a contract or a corresponding order. Any modification to the conditions of the offer is only valid insofar as it is recorded in writing, validated, and signed by Cepsa and the Supplier.

Contracts or orders sent by Cepsa shall be deemed to be tacitly accepted by the Supplier unless written notice to the contrary is received by Cepsa within seven (7) days of the date of submission.

For greater clarity, excluding offers duly accepted by Cepsa, no Product will be presumed to be requested by Cepsa from a Supplier and, consequently, no invoicing or other remuneration of any form whatsoever will be due or payable by Cepsa to the Supplier.

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The acceptance of the order by the Supplier also implies acceptance of these Conditions, which form an integral part thereof. Similarly, the total or partial delivery of the Products by the Supplier implies acceptance of these Conditions and the order placed.

The Contract Documentation includes the following documents (the "Contract Documentation"):

- a) The accepted contract or order under which the award is formalized.
- b) Technical standards or specifications, if applicable.
- c) The quality plan, if applicable.
- d) Special conditions, if any.
- e) The Conditions of Cepsa.

In the event of a contradiction between the documents in the Contractual Documentation, the precedence will be determined according to the order of enumeration above, unless otherwise specified by Cepsa.

5. CONDITIONS OF ACCEPTANCE

The Products will be supplied in accordance with the provisions of the Contractual Documentation, without the possibility of modification by the Supplier without the written consent of Cepsa.

If the delivered product is not accepted, for reasonable reasons, it will be returned to the Supplier at its expense unless both parties have agreed otherwise.

Cepsa reserves the right to accept a Product that is deficient or not in conformity with the quality expected under the contract or order, once it is supplied, it being understood that Cepsa will then be entitled to a reduction in the price that it will determine with the Supplier according to the nature of the problem encountered.

6. DELIVERY TERMS

The Products must be delivered in accordance with the date and place determined in the contractual document without variation unless authorized in writing by Cepsa.

Cepsa may request a change to these conditions in writing at least 15 days before the scheduled delivery date. In this case, Cepsa and the Supplier will agree on new terms.

7. TRANSFER OF OWNERSHIP

Ownership of the Products and any liability for related loss or damage shall pass to Cepsa upon final delivery at the place agreed in the contractual documentation, in accordance with the Incoterms established in the documentation.

8. PRICES

The prices established in contracts or purchase documents are fixed and subject to change upon written notice authorized by Cepsa. No supplement may be added without the agreement of Cepsa.

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9. PAYMENT AND INVOICING TERMS

Payments will be made upon presentation by the Supplier of the appropriate invoice, in accordance with the payment steps set out in the contract or order.

All invoices must contain the information identifying the Supplier and Cepsa in accordance with legal requirements, the details of the Products sold as well as the order or contract number.

The document must also include the details of the taxes according to the regulation provided for this purpose.

The Supplier must send all invoices to the following address:

PayablesCQB@cepsachemicals.com

Cepsa undertakes to pay the Supplier's invoices according to the payment term established following receipt of the said invoices.

10. TAXES

The Supplier is responsible for paying any taxes arising from its activity, in accordance with applicable laws. Supplier shall include in its invoices, if any, applicable provincial and federal taxes and shall comply with all material or formal obligations under applicable tax laws and regulations. Under no circumstances shall Cepsa be liable for taxes or taxes on income, payroll, capital, share capital or property of the Supplier or for taxes or duties calculated on the basis thereof.

In the case of non-resident Suppliers, the corresponding deduction will be applied to the invoice amount in accordance with applicable laws. If a double taxation treaty is applied, the Supplier shall provide, prior to the date of payment of any invoice, and on an annual basis, a certificate of tax residence issued by the country of residence, with express reference to the applicable treaty and valid for one (1) year from the date of issue.

11. GUARANTEES AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier warrants to Cepsa that:

- a) The Products supplied are free from visible or hidden defects.
- b) The Products sold meet the requirements, deadlines, specifications, samples, and any other applicable descriptions.
- c) The Products supplied meet all contractual requirements and those that may be required by law in terms of quality, prevention of risks in the workplace and environmental protection.
- d) The Products supplied meet the operational, performance and consumption standards according to the manufacturer. In addition, the Supplier warrants the Products against defects or errors in design, assembly and materials used in manufacture for a reasonable warranty period or as described in the contract document.

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- e) In the case of returnable packaging, the Supplier undertakes to take back the packaging and credit Cepsa according to the amounts established in the contractual document or invoice.
- f) **For chemicals only:** in accordance with the REACH Regulation, whenever substances supplied under this contract are to be registered through the European Chemicals Agency (ECHA), the Supplier must assure the consumer that the substance has been pre-registered or has been or will be registered within the deadlines specified in the REACH Regulation, by the Supplier itself or, if the Supplier is not established in Europe, through a company established in Europe or by an exclusive representative. The above-mentioned registration must cover all possible uses of these substances by consumers. The Supplier undertakes to provide details of the registration numbers of registered substances.
- g) In its business relations with Cepsa, the Supplier is obliged to always comply with the legislation and regulations in force in fiscal, social, social security, health and safety, occupational risk prevention and environmental matters.

The applicable warranty period begins upon delivery. The period represented may be that of the manufacturer, a period deemed reasonable considering the use of the Product or according to the provisions in the contractual documentation.

During the warranty period, the Supplier undertakes to replace or correct promptly and at no cost to Cepsa any goods supplied that do not comply with the contractual documentation or the requirements set out in the preceding points. If the Supplier fails to correct or replace, as established above, Cepsa reserves the right to correct or replace, on its own initiative or through a third party, the product and to invoice the related costs to the Supplier or deduct the amount corresponding to these costs from any invoices pending payment or, where applicable, withdraw the amount in question from the deposits delivered by the Supplier.

The Supplier warrants to Cepsa that the goods are exempt from any commitment of a third party not declared or brought to the attention of Cepsa. The Supplier shall defend and indemnify Cepsa against any expenses, costs or charges resulting from the Supplier's failure to comply with its contractual obligations towards its Suppliers, subcontractors, employees, or legal entities with whom it has acquired obligations of any kind.

Likewise, the Supplier shall defend, indemnify, and hold Cepsa harmless from any loss, expense, expense or debt caused to Cepsa, whether directly or as a result of any action, claim or demand by third parties, arising out of the use or sale of the goods supplied. Cepsa reserves the right to take part in the defense against such acts, claims or requests or, if it wishes, to proceed with this defense by recourse to its own legal advice. The Supplier shall indemnify and hold Cepsa harmless from any damages and costs that may be incurred by Cepsa as a result of the liability provided for by law, as well as any damages for damages caused by the injury or death of one or more persons or any damage to property, regardless of their affiliation, which may result from the performance by the Supplier of installation or commissioning work on the goods or equipment. supplied to Cepsa.

The Supplier guarantees that it has obtained the necessary training, licenses, authorizations, and rights from the holders to execute the purpose of the order or contract, and that it is solely responsible for the payment of fees for such objects and responds to Cepsa for any claim arising from a breach of this duty.

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The Supplier shall indemnify and keep Cepsa secure, free of charge, against any claim or action for infringement of industrial or intellectual property resulting from the use or sale of the goods supplied.

12. ADDITIONAL GUARANTEES

Cepsa may, at its discretion, require the Supplier to provide the following guarantees:

- a) Guarantee of advance payment in cases where, in accordance with the order or contract, Cepsa has made an advance payment to the Supplier. The amount of the security shall be equal to the amount of the advance paid by Cepsa and the period of validity shall be specified.
- b) Performance guarantee of the equipment, supply or material requested, obligations that appear in the contractual documentation, with a period of validity that will be determined according to the agreed warranty period and the amount indicated in the purchase order or contract.
- c) Bid security to ensure Supplier's compliance with the terms of the procurement process.

Guarantee forms must be provided by Cepsa to the supplier during the tendering process.

13. INSPECTION AND QUALITY

Cepsa, through its authorized representatives, reserves the right to inspect the goods supplied by the Supplier or its subcontractors to verify compliance with its quality standards. This inspection does not relieve the Supplier of its responsibility to supply the goods while complying with the applicable specifications and legal requirements or from any obligation regarding the guarantees contracted.

It is Supplier's responsibility to ensure that the processes and procedures necessary to meet the requirements of the purchase order are fully implemented at the facilities of its suppliers and subcontractors.

The supplier must establish and implement a process to prevent, detect, reduce, and dispose of counterfeit materials.

14. COMPENSATION

The Supplier expressly authorizes Cepsa to set off any amount due to Cepsa under an order or contract, against any amount that Cepsa owes to the Supplier or any other company of the Supplier under a contract or order, and the Supplier hereby authorizes Cepsa to carry out appropriate transactions for this purpose.

15. ENVIRONMENTAL RESPONSIBILITY

The supplier must conduct its activities in accordance with best practices according to international safety, health, quality, and environmental standards, as well as the laws, rules, and regulations in force in each particular case, of the place where the activity is carried out. In any case, the Supplier undertakes to act preventively and promote initiatives aimed at encouraging greater environmental responsibility and the efficient use of natural resources to minimize their impact on the environment. It must also put in place corrective measures to mitigate damage and restore the status quo.

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The Supplier of Electrical or Electronic Products (luminaires, bulbs, fluorescent tubes, etc.) will take responsibility for recovering them when they have reached their practical purpose. Be directly or using an appropriate waste management system.

The Supplier of Packaging Products must certify in writing that the Products supplied have been manufactured without hazardous substances and that the materials used come from sources with low environmental impact. The Products do not contain non-standard concentrations of lead, cadmium, mercury, or chromium at more than 100 ppm by weight or a concentration considered safe. These Products must not include a statement 'Non-returnable or disposable'.

The Refrigeration Equipment Supplier must guarantee that the gas content complies with the legislation in force.

The Stationery or Print Supplier shall warrant that the Products are sourced from responsible forest sources.

The supplier must report, expressly and continuously throughout the term of the purchase order or contract, any matter related to safety, health, environment, and quality. It must also ensure that its Suppliers, subcontractors, legal entities or third parties comply with the same legislation, standards, and regulations.

16. PREVENTION OF OCCUPATIONAL HEALTH AND SAFETY RISKS

The supplier is responsible for compliance with all official or private legal provisions on health and safety and the prevention of occupational risks and undertakes to implement them.

The Supplier declares and warrants that there are no hidden defects, no claims or ongoing proceedings, no administrative breaches, or any sanction in case of breach of its obligations. The Supplier assumes full responsibility for any problems that may arise in this regard.

17. SUPPLIER'S INSURANCES

The Supplier undertakes to take out at its own expense insurance whose coverage meets at least the limits, specifications and clauses specified below, to maintain them in force throughout the duration of the services and the warranty period and to provide Cepsa with the relevant insurance certificates:

- a) Accident insurance, where applicable, covering all employees and subcontractors assigned to the services, with coverage meeting the minimum legal requirements in this regard and the provisions of the applicable collective agreement, as well as all legally binding insurance.
- b) Compulsory and voluntary civil liability insurance for the use of vehicles or machinery, under the conditions required by the legislation in force and with the contractually obligatory limits of compensation, in accordance with the legislation in force at the time of entry into force of the contractual document.
- c) Liability insurance for an amount with unlimited civil liability limit of \$200,000.00 per incident.

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This insurance must cover the Supplier's liability arising from any material or personal damage, as well as their consequences, caused to Cepsa or third parties, without prejudice to third parties who have directly brought a claim against Cepsa, according to the following guarantees:

- a) General or operational liability.
- b) Employer's civil liability.
- c) Civil liability arising from vehicles and machinery (beyond vehicle insurance);
- d) Post-work civil liability.
- e) Transversal civil liability between insureds.
- f) Professional liability.
- g) Civil liability for accidental contamination.
- h) Civil liability arising from transport, loading, and unloading.
- i) Any other civil liability that may arise from the execution of the contractual document.

This insurance must cover any liability arising from the contractual document until the end of the warranty period and final acceptance. Thereafter, it must also cover any liability of the Supplier arising from this contractual documentation that could be legally claimed.

Such insurance should consider Cepsa as a third party related to the Supplier (cross-functional liability) and will be considered principal compared to any other insurance for civil liability, material damage or loss of profit taken out by Cepsa. Accordingly, in the event of damage covered by the Supplier's liability insurance and Cepsa's insurance covering property damage and loss of profit, the Supplier's insurance acts as the main insurance and Cepsa's insurance covers surpluses where the deductible will be counted from the first dollar of the damage.

- a) Transport insurance covering loss of or damage to equipment and materials (which are to be used to render the service and which are provided by or under the responsibility of the Supplier), during transport, intermediate storage, loading and unloading or handling, from the manufacturing sites to its location at the place where the work is performed.
- b) Environmental liability insurance for a minimum amount detailed in their contract.
- c) Property damage insurance covering all equipment under the responsibility of the Supplier with a limit covering at least its replacement value.
- d) Any other insurance required by the legal provisions applicable to the works, products and services provided by the Supplier or its subcontractors in connection with the Order.

The insurance taken out may in no way limit the obligations assumed by the Supplier under the order.

In the event of an incident, the Supplier shall adopt all necessary measures to avoid or mitigate the damage.

Notwithstanding the existence of insurance as specified in this insurance clause, it is indicated in the liability clause. Therefore, the Supplier shall be liable for all damages that were not covered by such insurance, either due to the agreed excess or due to the absence of coverage or exclusions of coverage that may apply.

The Supplier must provide Cepsa with certificates from insurance companies concerning the policies taken out or specifically contracted influencing the order or contract, indicating the name of the insurer, the policy number, exclusions, limitations, etc. Sub-limits and deductibles, start and expiry dates.

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It will also inform Cepsa of any changes that the insurance policies may undergo during the term of the order or contract.

Cepsa reserves the right to request at any time a complete copy of the insurance policies that the Supplier will make available within seven (7) calendar days of the request.

The Supplier undertakes to send Cepsa any notice of cancellation or reduction of cover of which it is informed by the insurer and relating to the services or products that are the subject of the order or contract.

Cepsa may refuse access to its facilities to the Supplier's personnel or its subcontractors, if the Supplier has not properly certified the existence and validity of the insurance required by this clause; this situation can in no way be invoked to delay the delivery of the Products.

18. ASSIGNMENT AND SUBCONTRACTING

The Supplier may not subcontract, assign, or transfer, in whole or in part, an order or contract, or the rights and obligations acquired under these Conditions, without the prior written consent of Cepsa.

The Supplier undertakes to provide the Services and Products itself and shall not subcontract to third parties without the prior written consent of Cepsa.

When Cepsa authorizes subcontracting, the Supplier must submit to Cepsa the list of subcontractors for approval, if applicable, before the contract or order is formalized.

Any specialized technical assistance agreed between Cepsa and the Supplier in each case, whether during the planning of the works or as required, will be expressly excluded from subcontracting.

The Supplier assumes full responsibility for all Services or Products that it has subcontracted with third parties and is, in any event, responsible for any situation resulting from the performance of Services or the supply of subcontracted Products.

19. ETHICS AND COMPLIANCE

The supplier undertakes to monitor and ensure that its suppliers and subcontractors comply with Cepsa's Code of Ethics for Suppliers, available on Cepsa's website:

<https://www.cepsa.com/fr/pie/fournisseurs>

The parties agree to undertake to comply with each applicable laws, rules, regulations, decrees, or official decrees relating to the fight against corruption and money laundering.

The parties agree that, always during the business relationship and thereafter, they will comply with applicable anti-corruption laws.

A party shall promptly notify the other if, at any time during the business relationship, its circumstances, knowledge, or notoriety change such that it would no longer be able to repeat the representations and commitments set out in this clause.

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A "conflict of interest" is any situation in which the interests or personal circumstances of an employee, officer or director of the Supplier may interfere with the interests of the company, such that its independence or impartiality is compromised or questioned.

The supplier must identify any situation that may create a conflict of interest and immediately inform Cepsa, which will carry out its assessment. If Cepsa considers that a conflict-of-interest situation is occurring, it may request the Supplier to adopt all necessary measures to terminate it and, if it deems it appropriate, terminate the contract for this reason.

20. TERMINATION OF CONTRACT OR ORDER

The contract or order may be terminated, terminated, or deemed completed in accordance with the laws in the following cases:

- a) At the end of the period of validity of the contract or order.
- b) Due to a mutual agreement signed by Cepsa and the Supplier. In such a case, the legal effects of the termination will be negotiated at the time the termination is agreed.
- c) Due to serious or repeated breach by the Supplier of its obligations under the contract or order.
- d) In the event of repeated infringements by the Supplier of the quality of the Products supplied, obliging Cepsa to strengthen the inspection of future Products.
- e) By Cepsa, unilaterally and without cause.
- f) By Cepsa, in the event of a breach by the Supplier of the Cepsa Code of Ethics.

In cases b)c, c) and d), the Supplier is not entitled to any compensation.f)

In case e), Cepsa must pay the Supplier the outstanding amounts up to the date of termination of the contract or order. The Supplier may not claim any other payment as damage or compensation for loss of profit.

21. PROCEDURE FOR TERMINATING THE CONTRACT OR ORDER

Subject to Cepsa's right to terminate the contract or order unilaterally and without cause, at any time under article 2125 of the *Civil Code of Québec*, in the event of a breach of any of the obligations provided for in these Conditions by either party, either party will send the other party a written notice of default specifying the nature of the defect, and allowing the breaching party seven (7) days to remedy the default.

If the breaching party fails to remedy the default given in the written notice within the specified period, the other party may:

- a) in turn, cease to fulfil its obligations, or
- b) withdraw from the contract or order and claim from the Supplier all damages arising directly and indirectly from its defect.

The fact that Cepsa does not exercise any of the options set out in the previous paragraph will in no way imply an express or tacit acceptance of the breach, nor does it mean that Cepsa waives its right to terminate

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the contract or order or its right to claim damages or to avail itself of any other remedy under these Conditions or the law.

22. AUDITS

During the term of the order or contract, Cepsa, through its representatives, reserves the right to verify or inspect the Supplier to ensure compliance with these Conditions of the contract or order, as well as the internal procedures to be followed by the Supplier. Audits can be carried out by Cepsa or an external auditor. Cepsa will inform the Supplier at least ten (10) days before the start of the audit. The Supplier shall give Cepsa or its external auditor access to its premises during normal business hours and access to all relevant documentation related to the contract or order. The audit does not relieve the Supplier of any liability under these Terms and does not relieve the Supplier of its obligations under these Terms, the contract, or the order.

23. CONFIDENTIALITY

Any information that Cepsa makes available to the Supplier following the order or contract, or in connection with the provision of the Services, whether orally or in writing, including personal information, documents, materials, data and any other strategic, commercial, technical, financial and legal information related to Cepsa's operations, the plans, drawings and specifications provided by Cepsa to the Supplier remain the exclusive property of Cepsa and will be considered confidential (the "**Confidential Information**"). Consequently, the Supplier undertakes not to disclose the Confidential Information or provide copies or reproductions to third parties without the prior written consent of Cepsa, except for any information in the public domain or required by administrative or judicial authorities.

The Supplier is liable to its employees or professional advisors who have had access to such Confidential Information and shall ensure that they fully comply with this obligation. Cepsa reserves the right to take appropriate legal action to defend its interests in the event of a breach of this obligation.

The Supplier may not refer, describe, or use for advertising or other purposes, the contractual material, or documents, including those that could affect the image of Cepsa, such as trademarks and logos, without the prior written permission of Cepsa.

During and after the term of the order or contract, Supplier undertakes to treat all Confidential Information as strictly confidential, and to comply with the following obligations:

- a) use the Confidential Information only for the performance of the Project.
- b) allow access to Confidential Information only to those of its employees who need it to perform tasks related to the Project.
- c) keep all Confidential Information secret.
- d) store Confidential Information in restricted areas and separate it from third party confidential documents to avoid confusion.
- e) have the means and procedures to prevent the loss of Confidential Information.

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- f) inform Cepsa of any leak of which it becomes aware, caused by the wrongful acts of those who accessed the Confidential Information. This communication does not release the Supplier from its liability in the event of misuse of the information.
- g) limit the use of Confidential Information to what is strictly necessary for the completion of the Project.

Access to Cepsa Confidential Information by the Supplier or its use by the Supplier shall in no way be construed as granting or conferring on the Supplier, whether expressly or impliedly, any right, title, license, or interest in respect of any Cepsa Confidential Information, including any right, title, license, or interest in any Intellectual Property Right (as defined below).

Subject to obligations imposed by law and assumed by the Supplier, confidentiality obligations shall not apply if it can be demonstrated:

- a) that the Confidential Information was in the public domain at the time of its disclosure by the Supplier.
- b) that, once the Confidential Information has been disclosed to the Supplier, it has been published or has fallen into the public domain without the Supplier having breached its obligation of non-disclosure.
- c) that after disclosure, Supplier already knew the Confidential Information by lawful means or had the legal right to access it.
- d) that the Supplier has obtained Cepsa's written consent to disclose the Confidential Information.
- e) that the disclosure has been requested, in accordance with the regulations in force, by the administrative or judicial authorities. In such a case, the Supplier must inform Cepsa of this requirement prior to execution.

At the end of the order or contract, the Supplier must return to Cepsa any confidential information it has received and delete this information from its systems. He must confirm in writing the respect of this obligation. The obligation of confidentiality remains in force for an unlimited period.

24. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier represents and warrants that it holds any right, title or interest in all projects, drawings, calculations, specifications, reports, information, studies, data, research, appliances or equipment, and other materials, products, or processes that it or its subcontractors supply to Cepsa or use in connection with the supply of Products.

The Supplier shall be liable and indemnify Cepsa from and against any claim for damages, losses, costs, and expenses (including legal defense costs) related to actual or alleged infringement of any patent, invention, copyright, trademark, know-how or any other form of intellectual or industrial property right or similar protection (the "**Intellectual** Property Rights"). ") resulting from any act committed by or on behalf of the Supplier in connection with the supply of Products.

Any information which, on any medium whatsoever, may be provided by Cepsa to the Supplier for the supply of Products, or which is collected in the context of the contractual relationship, as well as the

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Intellectual Property Rights relating to the Products, belong to Cepsa or its licensor and remain the property of Cepsa or its licensor. No Intellectual Property Rights, licenses or authorizations shall be deemed to have been granted to the Supplier unless expressly stated in advance in writing. The Supplier undertakes to take the necessary measures to ensure that these rights are not violated by its personnel or subcontractors.

Within ten (10) working days following the end of the contract or order, or at any other time that may be required by Cepsa, the Supplier shall return to Cepsa any material medium containing information or Intellectual Property Rights provided to it during the execution of the order or contract and shall destroy any data that may be stored in its computer systems. If necessary, the Supplier must prove to Cepsa its actual destruction. Likewise, it undertakes not to use this information, rights, or know-how in the future, without the prior written consent of Cepsa.

Unless otherwise specified in the contract or in the order, Cepsa is the owner, for the maximum period permitted by applicable laws and regulations, of all Intellectual Property Rights, as well as the know-how derived from the results obtained by the Supplier in connection with the supply of Products under the contract or order. To this end, the Supplier hereby irrevocably assigns to Cepsa all its rights, titles and interests in any Intellectual Property Rights and know-how derived from the results obtained by the Supplier in connection with the supply of the Products. The Supplier also waives any moral rights it may claim in respect of any Intellectual Property Rights and know-how derived from the results obtained by the Supplier in connection with the supply of the Products. The Supplier also undertakes to sign any additional documents necessary to complete this assignment or waiver. The Supplier undertakes to include in any agreement concluded with its subcontractors, employees, and collaborators a clause requiring them to assign to Cepsa all their rights, title and interest in the Intellectual Property Rights and know-how derived from the results obtained by the Supplier concerning the supply of Products to which they contribute within the framework of the Project and waives the moral rights arising therefrom.

25. GENERAL PROVISIONS

1. Force majeure

Neither Party hereto shall be liable for any defect or delay in performance caused by force majeure (as defined in article 1470 of the *Civil Code of Québec*).

2. Non-waiver

The waiver by either party of a default under these Terms shall not constitute a waiver of any subsequent default unless such waiver has been agreed to in writing by the other party. All rights mentioned in these Terms are cumulative and not alternative.

3. Divisibility

Each provision of these Terms is severable and if any provision of these Terms is held to be unenforceable or invalid by any law or court of competent jurisdiction, it is agreed that the remaining provisions of the Terms shall remain in full force and effect.



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26. Related parties

These Terms are binding and enforceable not only with respect to the parties, but also with respect to their respective successors, assigns, heirs, and assigns, as applicable.

27. Governing Law

These Terms and Conditions and the contract or order shall be governed by and construed in accordance with the laws in force in the Province of Quebec. Any dispute arising from these Conditions, the contract or the order and not otherwise settled amicably will be brought before a competent court of the judicial district of Trois-Rivières and each of the parties irrevocably submits to the jurisdiction of this court.