



General Sales Terms and Conditions

All sales of CMP Group Ltd. product will be subject to the terms and conditions herein unless otherwise agreed to between the parties. Shipment or performance of CMP Group Ltd. pursuant to this agreement shall constitute acceptance of the terms and conditions set forth herein and creates a contract between the parties. These terms and conditions will be applicable to all Purchase orders entered into between CMP Group Ltd. and Purchaser.

Payment: Unless otherwise agreed to by both parties, all invoices submitted by CMP Group will be paid by purchaser within the payment terms specified on the invoice. CMP Group will submit to purchaser all invoices within a reasonable period of time after shipment of the product. Payment shall be made to CMP Group through either ETF, direct deposit, cheque or credit card. Any applicable sales, marketing or payment discounts provided to purchaser shall be noted on the invoice. Purchaser agrees not to withhold payment of any amounts due and payable by reason of set-off of any claim or dispute with CMP Group. In the event of an invoice discrepancy, or an adjustment in payment is necessary due to damage, shipping errors or discounts, purchaser shall notify CMP Group within five (5) days after receipt. Purchaser shall detail the reason for the dispute and pay all undisputed amounts. All charges not timely disputed shall be deemed to be undisputed and shall be due and payable as set forth above.

Pricing: Prices for all products are specified on CMP Group valid price lists unless otherwise stipulated in a contract. Prices are subject to change with a thirty (30) day notice period. Based on a valid purchase order submitted to CMP Group, an order acknowledgement will be submitted to purchaser, confirming the price (subject to price changes if the PO is not shipped within 6 months) and quantity of product to be delivered to purchaser, the estimated delivery date, the payment method and means of transport. The parties agree the purchase order in the form of the order acknowledgement to be binding and contractual between the parties. In exceptional cases, CMP Group may change the delivery date indicated in the order acknowledgement. In this case CMP Group is obliged to notify purchaser within a reasonable time of sending the order acknowledgement.

Purchase Order and Freight Terms: Minimum order values are \$250.00 per order. All orders under this amount are subject to a \$10.00 surcharge. Minimum order values for prepaid freight allowances are USD \$4,500.00 unless otherwise agreed to between the parties. Product must be ordered in master carton and/or sub pack carton quantities where applicable. Orders for broken packs will not be accepted.

Terms of Delivery: The condition precedent of meeting the delivery date by CMP Group is the fulfillment of all obligations of the purchaser arising until the moment of delivery of product. CMP Group is entitled to suspend the delivery of product if the purchaser is in delay with the payment of an outstanding invoice or any part thereof or if the purchaser has failed to fulfill all contractual obligations of the purchaser which, upon agreement, must be fulfilled before the delivery of any product. If CMP Group defaults on the delivery for reasons exclusively attributable to CMP Group, the purchaser is obliged to provide the CMP Group with an adequate additional period to fulfil the obligation of at least 15 business days. Any special requirements regarding the shipping, transport, and insurance of goods, including customs declaration, must be communicated to CMP Group well in advance. Purchaser is obliged to specify the required means of transport or acceptance of goods on the order. The costs of transporting goods from CMP Group's warehouse to the purchaser are borne by the purchaser unless stipulated otherwise. The transportation fee is invoiced together with the product. The transport is thus executed at the purchaser's risk and expense. The exact amount of the transportation fee is provided in the acknowledgement (acceptance) of a specific order. The Purchaser is obliged to check the data provided on the shipping documents upon the acceptance of goods delivered by a carrier. If the data does not correspond to the actual situation, the original packaging of the goods is damaged or the original tape on the packaging is damaged, the purchaser is obliged to mention the defects as a note on the carrier's transport note, or to refuse the delivery as a whole. Upon mutual agreement, CMP Group fulfills the obligation to deliver goods at the moment of their handover to the purchaser or their handover to the first carrier. If the purchaser defaults on the acceptance of the delivery or if the purchaser violates any of its obligations to provide assistance, CMP Group is entitled to request compensation for the damage incurred, including any additional costs. By placing an order, the purchaser undertakes to fully take delivery of the goods, and if CMP Group stores the ordered product, the purchaser maybe asked to pay CMP Group a reasonable storage fee until the date of shipment. By purchasing product from CMP Group, the purchaser explicitly agrees to this agreement and these terms of CMP Group as applicable at the time of purchasing the product.

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Non-Conforming/Discrepancy: When purchaser receives an order with any discrepancies or non-conformance between what was actually delivered and what is listed on the CMP Group’s invoice or packing slip, purchaser has five (5) Business days to let CMP Group know about the discrepancies. The time period starts once there is a signed document via product pick-up from CMP’s dock. Upon such notice, CMP Group shall promptly rectify the discrepancy/nonconformance. This procedure does not affect the warranty CMP Group extends to purchaser. CMP Group may review any other additional information such as digital photos that may be required to make a full assessment. CMP Group shall assume liability for damaged returned product only to the extent that the shipment was arranged as a collect shipment by CMP Group.

Returned Product: Any return of product by the purchaser, including but not limited to those that are quality related, must be done with a Return Material Authorization number which must be issued by CMP Group prior to the return. CMP Group shall determine the method and destination of shipping for the returned product. CMP Group reserves the right to refuse all returned product shipments that arrive without an Return Material Authorization number. CMP Group assumes no responsibility for any unauthorized returns. Any return of product that is not warranty or quality related is subject to a restocking fee of 20% or the original purchase order cost.

Warranties: Unless otherwise specified by an individual or specific product warranty statement, CMP Group warrants that for a period of two (2) years after sale of such products by CMP Group Ltd.: (i) all products covered by this Agreement will be of good quality and workmanship, free from defects, and fit and sufficient for the intended purpose for which required; (ii) all materials supplied under this Agreement will conform to the description, quality and performance furnished or specified by CMP Group Ltd., or if not furnished or specified, to standard commercial specifications. The warranties in this provision shall survive delivery of goods or completion of services and shall not be waived by acceptance of products or payment. Such warranties include the repair or the replacement of product, or the issuance of a credit by CMP Group Ltd. Purchaser will be asked to provide proof of purchase and any other supporting documentation in order to allow for a complete warranty assessment.

Liability for Defects: Purchaser is obliged to verify that the product received is conforming to CMP Group specifications, design and form. Any apparent defects must be reported to CMP Group without undue delay, no later than fourteen (14) days after receiving. Latent defects must be reported as they are identified but no later than six (6) months after receiving the goods. Notice means a written duly justified complaint forwarded to CMP Group through our website, email or letter. CMP Group, reserves the right to inspect the product, and at its discretion is entitled to provide a discount off the purchase price, repair, exchange, provide a no charge replacement or return the goods with a credit issued. A reasonable time limit for handling such complaints is determined by CMP Group, always with the regard of reported defects and the product.

Transfer of the Risk of Damage: The risk of damage to deliveries (products) is transferred to the purchaser either at the moment of their handover to the purchaser or at the moment of their handover to the first carrier. If the shipping or acceptance of the delivery is delayed at the purchaser’s request or for reasons which CMP Group cannot influence, the risk of damage to deliveries is transferred to the purchaser at the moment when the deliveries are supposed to be handed over to the purchaser or shipped from CMP Group according to the original schedule. From that moment, the deliveries will be stored and insured at purchaser’s risk and expense.

Financial Condition: If CMP Group identifies deterioration in the financial situation of the purchaser, CMP Group may request an advance payment of the entire purchase price or part thereof or a payment guarantee, or may withdraw from the purchase order without undue delay. If the delivery is delayed due to circumstances attributable to the purchaser, CMP is entitled to store the goods to be delivered at purchaser’s expense. All liabilities of the purchaser towards CMP Group become payable as of the effective date of the resolution on the purchaser’s bankruptcy.

Force Majeure: A party is not liable for damage incurred by the other party due to a violation of contractual obligations if the violation is caused by an obstacle that occurs beyond the control of the obligated party and which prevents the party from fulfilling its obligations unless it can be reasonably assumed that the obligated party can avert or overcome the obstacle or its consequences and that the obligated party anticipated this obstacle at the time when the contractual relationship was concluded. The party is not liable for such damage incurred only for the time for which the obstacle exists. For the purposes of this provision, an obstacle means circumstances of force majeure, in particular, but without

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limitation, natural disasters, floods, fires, strikes, or other circumstances which the parties cannot affect at all. Included in this provision are operating failures, delays in the delivery or failures of the subcontractors, the lack of energy and raw materials, transport disruptions, if they cannot be anticipated, strikes, closures, and administrative procedures. If the above obstacles occur, the parties undertake to take all legal measures to fulfill the purpose of their contractual relationship despite the obstacles. The parties are obliged to inform each other about the emergence of force majeure without undue delay by email, phone or in another appropriate manner. Force majeure events release the affected party from the delivery or acceptance obligation for the duration of the obstacle and within its scope

Personal Data Protection: All data and information provided by the purchaser are stored and protected against misuse and will not be provided to any third party unless the purchaser grants consent to it. Purchaser's data may be used only by CMP Group and only for statistical purposes and direct communication with purchaser, as well as for the purposes of sending marketing communications. By accepting these terms and conditions, the purchaser agrees to the collection and use of personal data. The purchaser has the right to withdraw its consent to the processing of personal data at any time by written notice. Purchaser acknowledges that he is obliged to provide accurate and true data and to inform CMP Group without undue delay about any change in its personal data.

Independent Contractor. Both parties will be independent contractors in connection with the performance of work and sale of products under this Agreement. Purchaser will have no right or authority to bind CMP Group to any obligations or responsibilities and will not represent or hold itself out as an agent or representative of CMP Group.

Dispute Resolution: The contractual relationship established under this agreement between CMP Group and purchaser is governed by the laws of Canada. Both parties undertake to settle all disputes which may arise between the parties primarily out of court. The parties agree that the disputes arising from contracts concluded between them or in connection therewith which are not settled amicably will be resolved by an ordinary court having substantive and territorial jurisdiction.

Common and Final Provisions: The parties agree that all documents, communications, requests, or other papers will be delivered by registered mail to their registered addresses. If the address of any of the parties is changed during the course of their commercial cooperation, the party is obliged to notify the other party of the change without undue delay and in the manner described in this article. If the relevant party is not reached at the provided address, the document will be deposited at the post office by the mail carrier. The parties undertake to make every effort and provide each other with maximum assistance in the performance of their contractual obligations to fulfill the purpose of their contractual relationship to the greatest extent and scope possible. If one or more provisions of this agreement between the CMP Group and the purchaser becomes fully or partially invalid or unlawful, it is without prejudice to the validity and lawfulness of the remaining provisions of this agreement. The Purchaser is entitled to assign its rights and transfer its obligations arising from this agreement to third parties only with the prior written consent of CMP Group. CMP Group is entitled to assign its rights and transfer its obligations arising from this agreement to third parties without limitations, and the purchaser hereby agrees to the assignment of rights and transfer of obligations of CMP Group arising from this agreement. Purchaser is obliged to unconditionally maintain the confidentiality of all information obtained in connection with the delivery of product from CMP Group, which is clearly deemed to be trade or corporate secrets with regard to the circumstances and which is supposed to be confidential, except for the information available in public sources. Purchaser agrees to receive marketing and commercial communications by email at the addresses provided in the list of purchaser's authorized persons. Purchaser shall have the option to opt out of receiving any marketing and commercial communications.

Changes to Sales Terms and Conditions: CMP Group reserves the right to change these terms and conditions depending on changes in the relevant legal regulations as well as in CMP Group's sales policy. CMP Group announces such changes and their effective date in an appropriate manner at least one month in advance. CMP Group may also make the declaration by email with a link to the relevant corporate website.

THIS AGREEMENT IS EFFECTIVE JUNE 1, 2022

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