

RHI CANADA INC. PURCHASE ORDER

ACCEPTANCE OF THIS PURCHASE ORDER BY _____ ("SELLER") FORMS AN AGREEMENT BETWEEN RHI CANADA INC. ("BUYER") AND SELLER FOR SELLER TO SUPPLY THE ORDERED GOODS AT THE PRICES, AND ON THE TERMS AND CONDITIONS STATED IN THIS PURCHASE ORDER.

ANY PRICE OR QUANTITY INCREASES MUST HAVE BUYER'S APPROVAL PRIOR TO SHIPMENT.

IF SHIPMENT IS DELAYED, SELLER SHALL NOTIFY BUYER PROMPTLY.

BUYER RESERVES THE RIGHT TO CANCEL THIS PURCHASE ORDER IF GOODS ARE NOT SHIPPED WITHIN A REASONABLE TIME.

TERMS AND CONDITIONS

1. NONE OF THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT IN WRITING WHICH IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER'S PURCHASING DEPARTMENT, NOTWITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGMENT, INVOICE OR OTHER FORM OF SELLER AND NOTWITHSTANDING BUYER'S ACCEPTANCE OF OR PAYMENT FOR ANY GOODS.
2. WARRANTY: SELLER EXPRESSLY WARRANTS THAT ALL GOODS AND/OR WORK ORDERED ACCORDING TO PLANS, DRAWINGS, SPECIFICATIONS OR SAMPLES FURNISHED OR APPROVED BY BUYER, WILL CONFORM THERETO. ALL GOODS WILL BE MERCHANTABLE AND FIT AND SUFFICIENT FOR THE PURPOSE ORDERED AND WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. ALL WARRANTIES SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, AND CUSTOMERS, AND TO THE USERS OF BUYER'S PRODUCTS. SELLER ALSO WARRANTS THAT ALL GOODS SHALL BE DELIVERED TO BUYER FREE AND CLEAR OF ANY SECURITY INTEREST OR OTHER LIEN OR ENCUMBRANCE AND THAT BUYER SHALL HAVE GOOD AND MARKETABLE TITLE THERETO.
3. INSPECTION AND APPROVAL OF GOODS: UNLESS OTHERWISE SPECIFIED, ALL GOODS AND/OR WORK FURNISHED HEREUNDER WILL BE SUBJECT TO FINAL INSPECTION AND ACCEPTANCE OR REJECTION BY BUYER WITHIN A REASONABLE TIME AFTER DELIVERY, IRRESPECTIVE OF DATE OF PAYMENT. THEREFOR, BUYER WILL UPON WRITTEN NOTICE TO SELLER, HOLD ANY REJECTED GOODS AT SELLER'S RISK PENDING SELLER'S INSTRUCTIONS AND UPON SELLER'S FAILURE TO FURNISH BUYER WITH INSTRUCTIONS WITHIN A REASONABLE TIME, BUYER MAY RETURN THEM TO SELLER AT SELLER'S EXPENSE.
4. COMPLIANCE WITH LAWS AND REGULATIONS: SELLER REPRESENTS AND WARRANTS THAT ALL ITEMS, MATERIALS AND WORK FURNISHED UNDER THIS PURCHASE ORDER ARE MADE, PRODUCED OR PURCHASED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL AND MUNICIPAL LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, ALL ENVIRONMENTAL, OCCUPATIONAL HEALTH AND SAFETY AND EMPLOYEE RIGHT TO KNOW LAWS AND REGULATIONS. SELLER SHALL DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING IN WHOLE OR IN PART FROM SELLER'S FAILURE TO COMPLY WITH ANY SUCH LAWS OR REGULATIONS.
5. INSURANCE: IF THIS PURCHASE ORDER COVERS THE PERFORMANCE OF LABOUR FOR BUYER, SELLER AGREES TO INDEMNIFY AND PROTECT BUYER AGAINST ALL LIABILITIES, CLAIMS OR DEMANDS FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE PERFORMANCE OF SAID LABOUR BY SELLER, ITS SERVANTS, EMPLOYEES, AGENTS OR REPRESENTATIVES. SELLER FURTHER AGREES TO FURNISH UPON BUYER'S REQUEST A CERTIFICATE OF INSURANCE SHOWING THAT SELLER HAS ADEQUATE WORKER'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERAGE. SAID CERTIFICATE MUST SET FORTH THE AMOUNT OF COVERAGE, POLICY NUMBER AND DATE OF EXPIRATION. IF SELLER IS A SELF-INSURER, THE CERTIFICATE OF THE APPROPRIATE AGENCY OF THE JURISDICTION IN WHICH SAID LABOUR IS TO BE PERFORMED MUST BE FURNISHED BY SUCH INSURANCE AGENCY DIRECTLY TO BUYER. THE PURCHASE OF SUCH INSURANCE COVERAGE OR THE FURNISHING OF THE AFORESAID CERTIFICATE SHALL NOT BE IN SATISFACTION OF SELLER'S LIABILITY HEREUNDER OR IN ANY WAY MODIFY SELLER'S INDEMNIFICATION OF BUYER.
6. SELLER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BUYER AGAINST AND FROM ANY AND ALL CLAIMS, LOSSES, LIENS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGMENTS, OR OTHER PROCEEDINGS BROUGHT AGAINST BUYER, TOGETHER WITH COSTS AND EXPENSES, INCLUDING THOSE RELATING TO (I) INJURY, BODILY, OR OTHERWISE, TO OR DEATH OF PERSONS, (II) DAMAGE TO OR DESTRUCTION OF PROPERTY BELONGING TO SELLER, BUYER, OR OTHERS, (III) VIOLATION OF ANY LAWS, (IV) ENVIRONMENTAL LIABILITIES (COLLECTIVELY, "CLAIMS"), TO THE EXTENT SUCH CLAIMS ARISE OUT OF OR

ARE CAUSED BY SELLER'S BREACH OF THESE TERMS AND CONDITIONS OR ANY OF SELLER'S EMPLOYEES', REPRESENTATIVES', OR AGENTS' ACTS, OMISSIONS, OR PERFORMANCE IN CONNECTION WITH THESE TERMS AND CONDITIONS. SELLER WARRANTS, REPRESENTS, AND COVENANTS TO BUYER THAT ALL GOODS, THE SALE THEREOF BY SELLER TO BUYER, AND THE USE THEREOF BY BUYER, ITS EMPLOYEES, OR ITS CUSTOMERS, DO NOT AND WILL NOT INFRINGE, DIRECTLY OR INDIRECTLY, ON ANY PATENTS, OR VIOLATE ANY COPYRIGHTS, TRADE-MARKS, TRADE SECRETS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "IP RIGHTS"), OR CAUSE BUYER TO BE LIABLE FOR ANY FEES OR ROYALTIES ARISING UNDER ANY IP RIGHTS. SELLER SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY, DEFEND, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY AND ALL CLAIMS OF INFRINGEMENT OR VIOLATION OF ANY IP RIGHTS AND ALL LOSSES RELATED THERETO ARISING WITH RESPECT TO ANY GOODS, THE SALE TO OR USE THEREOF BY BUYER, ITS EMPLOYEES, OR ITS CUSTOMERS. IN THE EVENT THE GOODS OR ANY PART THEREOF ARE ALLEGED TO INFRINGE OR VIOLATE ANY IP RIGHTS, AT BUYER'S REQUEST, SELLER SHALL (I) OBTAIN, AT ITS SOLE COST AND EXPENSE, AN IRREVOCABLE, ROYALTY-FREE LICENSE FOR THE BUYER, ITS EMPLOYEES, OR CUSTOMERS TO USE SUCH GOODS LEGALLY AND ON THE SAME BASIS AS CONTEMPLATED BY THE BUYER UNDER THESE TERMS AND CONDITIONS, (II) MODIFY SUCH GOODS TO BE NON-INFRINGEMENT BUT WITH EQUIVALENT FUNCTIONALITY AND PERFORMANCE, OR (III) REPLACE SUCH GOODS WITH OTHER NON-INFRINGEMENT GOODS WITH EQUIVALENT FUNCTIONALITY AND PERFORMANCE; PROVIDED, HOWEVER, THAT SUCH LICENSE, MODIFICATION OR REPLACEMENT SHALL IN NO WAY AMEND OR RELIEVE SELLER OF ITS WARRANTIES AND OBLIGATIONS SET FORTH IN THESE TERMS AND CONDITIONS.

7. LANGUAGE: IT IS THE EXPRESS WISH OF THE PARTIES THAT THESE TERMS AND CONDITIONS AND ALL RELATED DOCUMENTS, INCLUDING NOTICES AND OTHER COMMUNICATIONS, BE DRAWN UP IN THE ENGLISH LANGUAGE ONLY. II EST LA VOLONTÉ EXPRESSE DES PARTIES QUE CES TERMES ET CONDITIONS ET TOUS LES DOCUMENTS S'Y RATTACHANT, Y COMPRIS LES AVIS ET LES AUTRES COMMUNICATIONS, SOIENT RÉDIGÉS ET SIGNÉS EN ANGLAIS SEULEMENT.
8. THESE TERMS AND CONDITIONS AND ALL CONTRACTS MADE PURSUANT HERETO SHALL BE GOVERNED BY THE DOMESTIC LAWS OF THE PROVINCE OF ONTARIO, CANADA. THE PROVISIONS OF THE *INTERNATIONAL SALE OF GOODS ACT* (ONTARIO), AS AMENDED, THE *UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS* AND CONFLICT OF LAWS PRINCIPLES ARE NOT APPLICABLE TO THESE TERMS AND CONDITIONS. BUYER AND SELLER AGREE THAT THE COURTS OF THE PROVINCE OF ONTARIO WILL HAVE EXCLUSIVE JURISDICTION TO DETERMINE ALL DISPUTES AND CLAIMS ARISING BETWEEN THEM AND THEY HEREBY IRREVOCABLY ATTORN TO THE JURISDICTION OF THE COURTS OF ONTARIO.

Suppliers not meeting our Code of Ethics requirements and international laws relating to human trafficking and slavery will have their relationships with the RHI Magnesita Group Companies suspended and/or terminated, depending upon the frequency and severity of the violations discovered or reported. Buyer will provide suppliers with written notice.