



# GENERAL TERMS AND CONDITIONS ("GTC") FOR THE SALE OF PRODUCTS OF MHP PACIFIC LIMITED

Version – October, 2025

## TABLE OF CONTENTS

### PREAMBLE

1. DEFINITIONS
2. THE SUBJECT OF THE AGREEMENT
3. THE PRODUCT PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT
4. DELIVERY TERMS AND CONDITIONS
5. DOCUMENTS
6. FORCE-MAJEURE AND PROHIBITIONS
7. NOTIFICATIONS
8. SANCTIONS
9. COMBATING CORRUPTION AND BRIBERY
10. CONFIDENTIALITY
11. LIABILITY OF THE PARTIES
12. APPLICABLE LAW AND ARBITRATION
13. TERM AND TERMINATION OF THE AGREEMENT
14. SURVIVAL
15. ASSIGNMENT
16. ENTIRE AGREEMENT
17. VARIATIONS AND AMENDMENTS
18. SEVERABILITY
19. PRIVACY AND DATA PROTECTION
20. MISCELLANEOUS

### ANNEX - PAYMENT METHODS

## PREAMBLE

(i) These GTC are the General Terms and Conditions that are applied to all Agreements, entered into by MHP and all other parties, pursuant to which MHP sells Products, unless the Parties agree otherwise in writing.

(ii) Unless the Parties agree otherwise in writing, these GTC shall also apply to further or additional Agreements between MHP and the Buyer even if such further or additional Agreements do not explicitly state that the GTC shall apply to such Agreements.

(iii) These GTC are an integral part of each Agreement, provided that such Agreement directly refers hereto.

(iv) These GTC become effective and govern the relationships between the Parties to the Agreement since the date of such Agreement and remain valid for the entire term of the Agreement.

## 1. DEFINITIONS

**1.1.** Whenever capitalized in these GTC as well as in all Agreements referring to the GTC, the below terms shall have the following meaning:

**"General Terms and Conditions" or "GTC"** refers to these General Terms and Conditions, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the General Terms and Conditions, published on MHP Website. The Terms are always an integral part of the Agreement (as defined below).

**"Agreement"** means:

- any agreement or contract signed by the parties, an additional agreement to it or other annexes to it;
- Sales Confirmation or a commercial invoice, issued in accordance with these Terms for the performance of an agreement or contract signed by the parties, and without a separate contract or agreement signed by the parties;

pursuant to which the relationships arise between the Parties regarding the delivery of Products (as this term is defined below) and other related relationships, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the Agreement.

**"Original of agreement/document"** means the agreement and any document signed in handwritten on paper or an electronic document signed in an acceptable way:

- signed with an electronic signature in accordance with the applicable Canadian federal and provincial legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and provincial electronic commerce acts;
- signed with the electronic signatures created using the services DocuSign, DocHub, HelloSign, SignNow, Adobe, SAP Signature Management by DocuSign or other electronic signature platforms recognized under Canadian law.

The originals of the documents may be drawn up in one or more analogues, each of which is the original, and they all together constitute the same document. Delivery of the relevant document by sending in

accordance with subclause 1) of the clause 7.2. of this GTC for documents signed by hand and by attachment to the notice in accordance with subclause 2) and/or subclause 3) of the clause 7.2. of this GTC for electronic documents is an acceptable method of delivery for the Parties. Buyer agrees to receive electronic documents through an electronic system created and maintained by Seller or a third party designated by Seller.

**"Copy of the agreement/document"** means scanned or photocopies of any documents related to the Agreement (including the Agreement itself and its annexes) and originally signed in handwritten on paper. Copies of documents have the force of originals until the originals of such documents are received in accordance with subclause 1) of clause 7.2. of this GTC.

**"Commercial Invoice"** means a document for the final payment of the Product in the form approved by the Seller complying with Canada Revenue Agency requirements.

**"Sales Confirmation"** means a written confirmation and agreement of the parties with the terms of delivery (sale) specified therein, signed by both parties in the Seller approved form.

**"Seller Approved Form"** means a form published on the MHP website.

**"MHP" or "Seller"** means MHP Pacific Limited, a corporation established and existing under the laws of Canada, registered under Business Number 741681357 and having its principal place of business at 181 Bay Street, Suite 2100, Toronto, Ontario, M5J 2T3, Canada, applying or referring to these GTC.

**"MHP Group"** shall mean all MHP's Beneficiaries, Subsidiaries, both individually and jointly.

**"Beneficiary Company" or "Beneficiary"** means any company or partnership which owns MHP or controls from time to time either or both directly or indirectly the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

**"Subsidiary Company" or "Subsidiary"** means any company or partnership in which MHP owns or controls from time to time either or both directly or indirectly the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

**"Party"** means MHP or other party to the GTC and the Agreement, while **"Parties"** means both MHP and other party(-ies) to the GTC and the Agreement jointly.

**"Buyer"** means a legal entity or an individual, which signs the Sales Confirmation or confirms the commercial invoice of the Seller or enters into an Agreement with the Seller for Products.

**"Products" or "Product"** means goods, products and/or services, which are specified in the Agreement.

**"Product Specification"** means a document drawn up and approved by the Seller for each type of the product specifying quality requirements to each particular type of the Product, inter alia legislative requirement for the Product safety as well as allowed and not allowed Product defects, in compliance with applicable Canadian standards and regulations, including but not limited to Canadian Food Inspection Agency (CFIA) requirements and Health Canada regulations.

**"MHP Website"** means link: [MHP Pacific Limited](#)

**"The e-mail address and the phone number designated by the Party for the receipt of notices"** shall be specified in the Agreement.

**"GST/HST"** means the Goods and Services Tax and Harmonized Sales Tax as applicable under the Excise Tax Act (Canada).

**"PST"** means Provincial Sales Tax as applicable in the relevant province.

**1.2.** All other terms shall have the meaning as ascribed thereto in the Agreements. All definitions of time and calendar or working days according to the text of the GTC are specified as valid on the territory of Canada.

## **2. THE SUBJECT OF THE AGREEMENT**

**2.1.** The Seller shall sell and deliver and the Buyer shall accept and pay for the Product in accordance with the GTC and the Agreement.

**2.2.** The absence of comments or decline from the Buyer within 24 hours from the receipt of the commercial invoice or payment, or signing a Sales Confirmation, depending on which event occurs earlier is the unconditional agreement of the Buyer with its content and application of these GTC for the sale of the Product.

**2.3.** The range, quantity, term of delivery and price of the Product shall be specified in the Agreement and/or its Annexes.

## **3. THE PRODUCT PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT**

**3.1.** The Buyer shall pay to the Seller the price for the Product according to the price specified in the Agreement and fixed in the currency indicated in the Agreement. Unless otherwise specified in the Agreement, all prices are exclusive of applicable taxes including GST/HST, PST, and any other applicable federal or provincial taxes. The price for the Product shall include the costs of packing, labeling, freezing, loading, customs expenses and transportation costs according to Incoterms delivery basis specified in the Agreement. Whenever the GTC refers to Incoterms, it shall mean the edition of Incoterms specified in the Agreement. If the Agreement does not specify Incoterms edition, Incoterms 2020 shall apply.

**3.2.** The payment for the Product shall be made by one of the following payment methods specified in the Agreement:

1. full prepayment;
2. prepayment in part;
3. deferred payment;
4. payment on cash against documents (CAD);
5. payment secured with a bank guarantee;
6. payment by a letter of credit;
7. payment secured with a stand-by letter of credit.

Mixed payment terms are allowed. The Buyer shall not be entitled to, on any basis whatsoever, any deduction, discount or set-off or otherwise to withhold payment or to suspend any other obligations.

The above payment methods are described in detail in the Annex to the GTC.

**3.3.** When making payment the Buyer must specify the payment reference, Agreement number or Sales Confirmation number or invoice number and other information upon the request of the Seller and the relevant bank. All payments shall be made in Canadian dollars (CAD), United States dollars (USD), or Euros (EUR), unless otherwise specified in the Agreement.

**3.4.** The day of payment is the date of the credit of funds to the Seller's bank account. All bank charges related to transfer of payments under the present Agreement in the Buyer's country shall be paid by the Buyer and all the charges in the Seller's country shall be paid by the Seller.

**3.5.** In case of a delay in payment due to the financial monitoring of the bank, including compliance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) and FINTRAC requirements, the Parties herein acknowledge that such delays of receipt of payments to the Seller's account are beyond the Parties' control and do not cause the Buyer's default and/or any liability for delay in payment. Herewith, in order to eliminate the causes of the delay in payment, the Parties take all actions depending on them, including the provision of the bank account acceptable to the Seller.

**3.6.** Payments may be made by a third party with the consent of the Seller. Such a third party - the payer shall comply with the provisions of Section 8 of the GTC. A payer change notification shall be submitted by the Buyer in writing on an official letterhead in English or French with obligatory indication of the bank details of the third party, the payer.

**3.7.** On its own initiative, the Seller may send the Buyer via e-mail the reconciliation act listing the results of conducted operations (e.g., quantity of delivered products, financial data etc.). The Buyer shall not later than 3 (three) business days after the receipt of the reconciliation act submit the scanned copy of the reconciliation act signed on its behalf (if necessary, indicating its comments in case of discrepancies).

If the Buyer fails to provide a scanned copy of the reconciliation act under this clause 3.7, the reconciliation act shall be deemed accepted by the Seller in full without comments and signed by the Buyer. Upon request of the Buyer, the Parties shall conduct verification, in accordance with the procedures stipulated in this clause 3.7, on a monthly basis.

**3.8.** The Seller shall provide valid GST/HST registration numbers and any applicable provincial tax registration numbers. All invoices must comply with Canada Revenue Agency requirements for input tax credit claims.

#### **4. DELIVERY TERMS AND CONDITIONS**

**4.1.** Delivery of the Product shall be made on terms and according to Incoterms delivery basis specified in the Agreement. Title to the Products shall pass to the Buyer in accordance with the applicable provisions of the Sale of Goods Act of the relevant province.

**4.2.** Delivery schedule of the Product, the schedule and place for providing vehicles for loading ("Delivery Terms") are agreed by the Parties by e-mail. If the Agreement provides several deliveries, the Delivery Terms may be agreed by Parties for the next few months by e-mail, but no later than till the end of the month immediately preceding the delivery month.

**4.3.** Part shipments and early (preliminary) deliveries of the Product shall be acceptable after receipt of written Buyer's consent. The Seller may deliver the Product by separate consignments. The number of consignments per month and the volume of the Product delivered in each consignment shall remain at the discretion of the Seller.

**4.4.** In case the Seller cannot make the shipment within the specified time/quantity and/or provide the Buyer with draft documents as specified in Section 5 of the GTC, the Seller shall send a written notice with the reasons at the e-mail address of the Buyer not later than 3 (three) working days, after which the Parties agree on a new delivery schedule.

**4.5.** All permits required for delivery hereunder in the country of the Seller shall be obtained by the Seller, the Seller shall also pay for all possible charges and costs related to the obtaining such documents, unless the Agreement expressly states otherwise.

**4.6.** All permits required for delivery hereunder in the country of the Buyer and the country of destination shall be obtained by the Buyer, the Buyer shall also pay for all possible charges and costs related to obtaining such permits. The Buyer is obliged to independently control the availability of permits, their validity, other conditions provided by them, as well as provide copies to the Seller no later than 3 working days before loading of the Product. In case of change of permissions, the Buyer is obliged to inform the Seller about it for the purpose of proper filling of shipping documents for the Product. In case of notification of change of permission after preparation of shipping documents for the Product by the Seller, the Seller extends the duration of shipment for a period not exceeding 2 (two) calendar days with imposition of all additional costs (downtime and other) on the Buyer.

**4.7.** All permits required for delivery hereunder in the Buyer's country shall be obtained by the Buyer, the Buyer shall also pay for all possible charges and costs related to obtaining such permits, including but not limited to import permits from relevant regulatory bodies.

**4.8.** All customs duties, other duties, taxes and expenses related to signing and fulfillment of this Agreement in the Buyer country shall be paid by the Buyer. Equivalent customs duties, other duties, taxes and expenses related to signing and fulfillment of this Agreement in the Seller country shall be paid by the Seller unless legislation or/and Agreement provides otherwise.

**4.9.** Type of packaging for Products: a package that meets international standards and requirements of the destination country related to cargo safety. Package of Products shall ensure preservation of the Products during transportation, loading and unloading under normal circumstances. Packing wooden materials shall be subject to quarantine control and shall comply with applicable phytosanitary requirements and ISPM standard 15.

**4.10.** The representative of the Buyer is entitled to check the quantity and physical appearance of the Product before its loading into a vehicle or a container. For this purpose, the Buyer shall notify the Seller by e-mail of the intention to send its representative no later than 3 (three) business days prior to the start of loading.

**4.11.** Quality of the supplied Products shall be fully compliant with conditions of Agreement and applicable Canadian standards, including but not limited to Canadian Food and Drug Regulations, Consumer Product Safety Act, and provincial consumer protection legislation. The Seller warrants that it has all rights and powers to deliver the Products, and that the fulfillment of its obligations under this Agreement does not infringe Seller's obligations before any third parties.

**4.12.** Final acceptance of Products shall be made according to the terms of the Agreement.

**4.13.** The Seller makes no representation and warranty as to merchantability or fitness for a particular purpose of the Products.

**4.14.** In case of non-compliance of the Products with the terms of the Agreement, the Buyer notifies the Seller by e-mail to send a representative. In the absence of a response from the Seller and/or failure to send a representative within 5 business days from the date of notification by the Buyer, the Buyer draws up an act of disagreement, which is a sufficient basis for requesting delivery/replacement of non-conforming Products, entirely at the Seller's expense.

**4.15.** All warranties provided shall be in addition to and not in derogation of any warranties implied by law, including but not limited to warranties under the Sale of Goods Act and Consumer Protection Act of the applicable province.

**4.16.** The Buyer shall store all Products in sanitary facilities and under clean and safe conditions to the satisfaction of the Seller.

## **5. DOCUMENTS**

**5.1.** The list of documents to be provided by the Seller to the Buyer:

- depending on the basis of delivery, in 1 original the consignment note (international transport consignment note/air waybill) and the export customs declaration or bill of lading with the marks: "Shipped on Board", "Freight Prepaid" (in 1 original)
- Commercial Invoice (in 4 originals) complying with Canada Revenue Agency requirements
- Customs Invoice as required by destination country regulations
- Packing list (in 4 originals)
- Insurance policy for CIF/CIP (in 1 original)
- Certificate of quality (analysis) (in 2 originals)
- Certificate of origin (in 1 original)
- For goods qualifying under applicable international trade agreements (CUSMA, CETA, CPTPP, etc.), appropriate certificates of origin
- For regulated products, appropriate permits from relevant regulatory bodies
- Phytosanitary certificates for applicable products
- Any other documents required by Canadian federal or provincial regulations or destination country requirements

**5.2.** The documents shall be executed in English or French, or in the language specified in the Agreement. In case of inaccuracy or mistakes in the documents, the Seller shall compensate Buyer all expenses that resulted from such inaccurate information based on the supporting documents.

**5.3.** The Seller shall provide the Buyer by e-mail with the draft documents for its approval 10 (ten) business days before the date of loading into vehicles or containers of the respective Products consignment.

**5.4.** The Buyer shall within a period not exceeding 2 (two) business days from the date of receipt of the draft documents from the Seller confirm the accuracy of information indicated therein and correctness of their execution or present substantiated comments.

**5.5.** On the dispatch date the Seller shall send the Buyer via e-mail copies of completed documents which will accompany the Products.

**5.6.** On its own initiative, the Seller may send the Buyer via e-mail the reconciliation act listing the results of conducted operations. The Buyer shall not later than 3 (three) working days after the receipt of the reconciliation act submit the scanned copy of the reconciliation act signed on its behalf. If the Buyer fails to provide a scanned copy of the reconciliation act, the reconciliation act shall be deemed accepted by the Buyer in full without comments.

## **6. FORCE-MAJEURE AND PROHIBITIONS**

**6.1.** Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to natural disasters, strikes (legal and illegal), warfare, conducting anti-terrorist operations (and any similar military actions), or other civil unrest, blockade,

embargo, banning the export or import of the Product, quotas, change in legislation or international instruments, acceded to by Canada and the countries of the Parties, adopting by authorities of the countries of Parties of legislative and/or regulatory (legitimate or illegitimate) acts, which make it impossible to fulfill the obligations under the Agreement, pandemic or epidemic situations declared by Public Health Agency of Canada or World Health Organization, and other actions of ecological, technogenic, military and social nature that do not depend on the will of the Parties ("Force Majeure Event").

**6.2.** In case of a Force Majeure Event, the Party to which it has occurred, shall notify the other Party in writing of the fact of its occurrence no later than the date of commencement of performance obligation under the Agreement, which such circumstances make impossible, and if the performance has already begun no later than within 2 (two) business days the date of occurrence of such circumstances. The onset of a Force Majeure Event shall be confirmed by the Canadian Chamber of Commerce or another duly authorized body of the country in which a Force Majeure Event has occurred.

**6.3.** Subject to compliance by the Party, which invokes force majeure Event, clause 6.2. the occurrence of a Force Majeure Event shall automatically extend the period for performing the obligations under the Agreement for the period equal to the duration of such circumstances.

**6.4.** The Party affected by a Force Majeure Event shall use all reasonable endeavors to mitigate its effect in the best possible way.

**6.5.** If a Force Majeure Event continues to exist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Agreement by giving 5 (five) business days prior written notice to that effect to the other Party (without the other Party being entitled to damages or compensation). The Agreement shall be terminated on the date specified in such notice.

## **7. NOTIFICATIONS**

**7.1.** The procedure and methods of sending notices and other messages by the Parties are defined in the GTC and the Agreement.

**7.2.** All notices and other messages under the Agreement shall be made in writing and shall be sent promptly and in readable format. For the purposes of this Section 7 the Parties agree to use any of the below methods of prompt communication:

1. a letter sent by registered mail or courier, postage prepaid, return receipt requested to the address and attention of the officer designated by the Party for the receipt of notices;
2. an e-mail message sent to the e-mail address designated by the Party for the receipt of notices;
3. a message to the Party's officer sent to the phone number designated by the Party for the receipt of notices and made via SMS, WhatsApp, Viber, Telegram etc.

**7.3.** Documents that need to be produced in paper form shall be scanned and transmitted as attachments to an e-mail. Original documents shall be subsequently sent by registered mail, postage prepaid, return receipt requested, or by a courier service or handed in directly to the recipient.

**7.4.** All notices and other messages under the Agreement shall be deemed received immediately upon sending if communicated electronically; or, if sent by mail, immediately upon receipt or 10 (ten) days after being sent, whichever is earlier.

## **8. SANCTIONS**



**8.1.** The Parties (their managers, representatives, staff, ultimate beneficial owners (individuals), shareholders) undertake to comply with the Agreement and carry out activities in strict compliance with the principles of legality and transparency, avoiding any offences/illegal actions in accordance with the highest standards of business ethics and compliance, including compliance with all applicable Canadian sanctions regulations. Additionally, the Parties guarantee on the date of the Agreement and at any time during the term of validity of the Agreement the absence:

**8.1.1.** The violations of laws related to money laundering and terrorist financing under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) and FINTRAC regulations, or violations that qualify as fraud, tax evasion or other economic crimes under the Criminal Code of Canada.

**8.1.2.** The sanctions, namely: trade, economic, financial or other sanctions, rules, embargoes or restrictive measures imposed (including after the date of signing the Agreement) by the body responsible for imposing sanctions. "Sanctions Authority" means the competent authority of Canada, the United States, the United Nations, the United Kingdom, the European Union, including its Member States; any departments of the above-mentioned bodies or governments empowered to impose sanctions.

**8.1.3.** The residence of the Party (its founders/ultimate beneficial owners (individuals)/shareholders with a share of more than 10%) in the restricted territory.

**8.1.4.** Activities of the Party in the restricted territory, which means that the Party has no representative offices and/or offices in the restricted territory, as well as the absence of registered and/or located in the restricted territory suppliers, buyers, subcontractors, carriers, producers, consignees, other partners of the Party, which are involved in the execution of the Agreement or in the route of payments on it.

**"The restricted territory"** means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding existence of abovementioned Sanctions Rules restricted territories include the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporary occupied territories of Ukraine other countries or territories in which the sanctions, specified in clause 8.1.2, are extended above.

**8.2.** Either Party may by sending a prior written notice the other Party suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages and compensation) if it receives notice/information of breach of guarantees by the other Party under clause 8.1. and/or in case of non-fulfillment by the other Party of obligations under clause 8.3.

**8.3.** In order to verify compliance with the above, the Parties have the right to request during the term of the Agreement, and the other party is obliged to provide on request and/or on its own initiative reliable documents and/or information necessary for verification, including compliance with FINTRAC requirements and know-your-customer (KYC) procedures.

## **9. COMBATING CORRUPTION AND BRIBERY**

**9.1.** The Parties shall adhere to anti-corruption legislation, applicable to each of the Parties, including but not limited to the Corruption of Foreign Public Officials Act (CFPOA) and the Criminal Code of Canada. None of the Parties shall give or agree to give any person or accept or agree to accept from any person on behalf of the other Party any gift, payment, remuneration, financial, non-financial advantages or benefits of any kind or any right, which is an illegal or corrupt practice under the applicable legislation.

**9.2.** MHP and all MHP business partners operate to be fully compliant with the principles of legality and transparency, under the highest standards of business ethics and intolerance of fraud, bribery, and corruption and avoiding wrongdoings.

**9.3.** Each Party undertakes and warrants to the other Party that the Party, its affiliates, employees, or representatives do not receive, pay or offer any funds (or other values and benefits) to influence actions or decisions to obtain unlawful advantages or achieve other illegal purposes.

Each Party undertakes and warrants not to take any other actions violating the requirements of Canadian anti-corruption and anti-bribery legislation and international standards on combating money laundering.

**9.4.** MHP reserves the right to publicly comment violations of this section of the GTC and/or corruption attempts in accordance with applicable privacy and defamation laws.

## **10. CONFIDENTIALITY**

**10.1.** The terms and conditions of the Agreement and any other information transferred by one Party to the other Party in fulfilling the terms and conditions of the Agreement shall be confidential ("Confidential Information") and may not be disclosed by any Party without a prior written consent of the other Party, subject to applicable privacy legislation including PIPEDA.

**10.2.** Any Party may disclose Confidential Information without consent of the other Party in the following cases:

1. to state bodies, authorized to request such information in accordance with the legislation that applies to such Party, including under the Access to Information Act or provincial freedom of information legislation;
2. to judicial authorities and their authorized representatives for the purpose of protection and implementation of the rights under an Agreement;
3. to servicing bank (banks) with the aim of fulfilling obligations under an Agreement.

**10.3.** Except for the cases specified in Clause 10.2 the Seller is entitled to disclose Confidential Information without consent of the Buyer to the following persons:

- the companies within MHP Group; and
- contractors, including consultants, advisers and auditors, subject to appropriate confidentiality agreements.

**10.4.** Except to the extent required under applicable law or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Seller or, if requested, destroyed on termination or expiry of the Agreement.

**10.5.** The Buyer acknowledges that all intellectual property rights in any specifications, designs, or other materials provided by the Seller remain the property of the Seller. The Buyer shall not use any trademarks, trade names, logos, or other intellectual property belonging to the Seller without prior written consent.

## **11. LIABILITY OF THE PARTIES**

**11.1.** Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Seller breaches the Agreement, it shall be liable to and shall reimburse the Buyer for (i) any penalties provided for in the GTC and the Agreement and (ii) any actually incurred direct (excluding indirect or consequential damages such as lost profits, missed savings, missed opportunities and lost or damaged data) and properly documented damages, caused by such breach, subject to the limitations of liability recognized under Canadian law. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Buyer breaches the Agreement, it shall also be liable to and shall

reimburse the Seller for (i) any penalties provided for in the GTC and the Agreement and (ii) any direct and indirect damages caused by such breach, including but not limited to the Seller's lost profits.

**11.2.** If following the timely payment by the Buyer, the Seller violates the agreed schedule of delivery of the Product, the Seller shall pay the penalty in the amount of 0.1% of the total value of the delayed Product for each day of delay starting from the last day of the month in which the loading was due till the actual date of loading of the Product.

**11.3.** If the Buyer fails to make payment in full in accordance with the terms of the Agreement, the Buyer shall pay penalty interest in the amount 0.1% of the delayed payment for each day of delay starting from the day on which payment was due till the actual date of payment, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise.

**11.4.** The Seller shall compensate all losses within 10 (ten) business days following the date of Buyer's claim (complaint) for damages caused by Seller's breach. Should the Seller refuse to compensate for the losses within indicated period, the Buyer shall have the right to set off the full amount of losses and penalties due from any sums payable by Buyer under this Agreement.

**11.5.** The Seller shall compensate Buyer for all losses in case the customs authorities of the destination country do not confirm preferential origin of Products based on the certificate provided by the Seller.

**11.6.** In case of shipment delay resulting from the Seller's fault for the period exceeding 30 (thirty) business days, the Buyer shall have the right to terminate this agreement; the Seller, in its turn, shall be obliged to return all amounts already paid by the Buyer within 3 business days following Buyer's written request.

**11.7.** Subject to applicable Canadian law, no Party shall be liable for any indirect, special, consequential, or punitive damages, including loss of profit, which resulted from defect or Products standby, except where such limitation is prohibited by law.

**11.8.** Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, the Buyer shall save, hold harmless of Product and indemnify the Seller from and against any third party claims arising from or in relation to any Product, Agreement, these GTC or otherwise.

## **12. APPLICABLE LAW AND ARBITRATION**

**12.1.** The Agreement and any ensuing Parties agreements shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**12.2.** Any dispute, controversy or claim arising out of or relating to the Agreement, or a breach, termination, or invalidity thereof, the parties hereto agree first to try to settle it through good faith negotiations and, if necessary, mediation administered by ADR Institute of Canada in accordance with its National Mediation Rules. If settlement is not reached within 45 days after service of a written request for mediation, any unresolved dispute, controversy, or claim arising out of or relating to this contract shall be settled by arbitration administered by the International Chamber of Commerce (ICC) Canadian National Committee in accordance with the ICC Arbitration Rules. The language of the arbitration shall be English.

**12.3.** Notwithstanding clause 12.2, either Party may seek interim or injunctive relief from the courts of competent jurisdiction in Ontario to protect its rights pending resolution through arbitration.

**12.4.** If a dispute, controversy or claim arises out of or in connection with the Agreement between the Parties that are residents of the same province, clause 12.2. of the GTC shall not apply to such dispute, controversy or claim and it shall be settled by the courts of that province.

### **13. TERM AND TERMINATION OF THE AGREEMENT**

**13.1.** The Agreement shall remain in force and effect during the term agreed by the Parties or until the Parties fully perform their obligations under the Agreement or until terminated pursuant to this Section 13.

**13.2.** The Agreement may be terminated by either Party in case of a Force Majeure Event in accordance with Section 6 of the GTC, by sending a written notice to the other Party at least 5 business days before the scheduled date of termination of the Agreement, without the other Party being entitled to claim any damages or compensation.

**13.3.** The Seller may terminate the Agreement unilaterally by sending a written notice to the Buyer not less than 10 (ten) business days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation, in case the Buyer fails to perform or otherwise breaches the Agreement or in case a petition on initiation of bankruptcy or insolvency procedure under the Bankruptcy and Insolvency Act or Companies' Creditors Arrangement Act is filed with a competent court or the Buyer becomes insolvent.

**13.4.** The Seller may terminate the Agreement unilaterally at any time without cause by sending a written notice to the Buyer not less than 30 (thirty) business days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation, subject to payment for Products already delivered and accepted.

**13.5.** Upon the expiration or termination of Agreement for any reason: (a) each Party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) the Seller will promptly notify the Buyer of all Buyer's Confidential Information in the Seller's possession and, at the expense of the Seller and in accordance with the Buyer's instructions, will promptly return, transfer to the Buyer or destroy (at the Buyer's option) and keep confidential all such Buyer's Confidential Information.

### **14. SURVIVAL**

All clauses that would be reasonably expected to survive termination of the Agreement, survive, including but not limited to Sections 10 (Confidentiality), 11 (Liability of the Parties), 12 (Applicable Law and Dispute Resolution), and 19 (Privacy and Data Protection).

### **15. ASSIGNMENT**

The Buyer may not assign the Agreement, or any of its rights or transfer any of its obligations under the Agreement to a third party without the Seller's prior written approval. The Seller may assign its rights and transfer its obligations under the Agreement in part or in full to another company of the MHP Group without the Buyer's prior written approval. Otherwise, neither Party shall assign its rights or transfer its obligations under the Agreement (including by operation of law) or otherwise delegate its rights and/or obligations in whole or in part or subcontract any duty or obligation under the Agreement to any third party without the prior written approval of the other Party.

### **16. ENTIRE AGREEMENT**

The Agreement supersedes all previous agreements and representations between the Parties with respect to its subject matter. The Seller and the Buyer agree that they have not relied on any other agreements,

warranties, understandings, conditions, covenants, promises or representations in entering into the Agreement.

## **17. VARIATIONS AND AMENDMENTS**

**17.1.** The Seller may unilaterally amend the GTC by posting an updated edition of the GTC on MHP Website and/or by giving a notice to that effect to the Buyer, provided that reasonable notice is given for material changes.

**17.2.** Any amendment to the GTC shall come into effect (i) for all existing Agreements 30 days after notification of such amendments by the Seller to the Buyer, unless a shorter period is agreed; (ii) for all Agreements referring to such amended GTC from the date of such Agreement.

**17.3.** An Agreement may be amended by mutual agreement of the Parties, except where the unilateral amendment is expressly allowed by these GTC and/or the Agreement. Any amendments to the Agreement shall be made in writing and signed by duly authorized representatives of each Party.

## **18. SEVERABILITY**

If any provision or a part of any provision of the GTC and/or the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision and the remaining provisions of the GTC and/or the Agreement shall not in any way be affected or impaired thereby. The Parties agree to modify or to use all reasonable endeavors to substitute any illegal, invalid or unenforceable provision with a legal, valid or enforceable provision in order to achieve to the greatest extent possible the intended effect of the provision or part of the provision to be modified or replaced.

## **19. PRIVACY AND DATA PROTECTION**

**19.1.** The Parties shall comply with all applicable privacy and data protection laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy legislation.

**19.2.** Each Party shall:

- Only collect, use, and disclose personal information as necessary for the performance of the Agreement;
- Implement appropriate technical and organizational measures to protect personal information against unauthorized access, disclosure, alteration, or destruction;
- Promptly notify the other Party of any breach of security safeguards involving personal information;
- Ensure that any personal information transferred across borders complies with applicable data protection requirements.

**19.3.** The Buyer warrants that it has obtained all necessary consents for the collection, use, and disclosure of personal information provided to the Seller under this Agreement.

**19.4.** Upon termination of the Agreement, each Party shall, at the request of the other Party, return or securely destroy all personal information received from the other Party, except as required by law.

## **20. MISCELLANEOUS**

**20.1.** The Parties shall notify each other about changes of their location, address, e-mail address or phone number designated by the Party for the receipt of notices or about changes of their bank details within 3 (three) calendar days of the change by sending a written notice as specified in Section 7.

- 20.2.** Each Party that has signed the Agreement, warrants that its signatory is fully and irrevocably authorized to sign the Agreement on behalf of such Party.
- 20.3.** At the request of the Party the other Party shall provide within reasonable term (however not later than within 1 (one) month after the date of the receipt of the request) all documents confirming legal authority of the person signing the Agreement on behalf of such Party, and tax resident certificate from Canada Revenue Agency, in the form stipulated by the legislation of the country of the Party requesting such a certificate.
- 20.4.** In case of any discrepancies between the terms and conditions of the Agreement and the GTC, the terms and conditions of the Agreement shall prevail.
- 20.5.** For the avoidance of doubt, the Seller's rights and remedies under these GTC are not intended to be limited or exhaustive. They are without prejudice to any other rights or remedies of the Seller by virtue of law, any Agreement, these GTC or otherwise.
- 20.6.** Arrangements with or promises by the Buyer's representatives or officials shall not bind the Buyer, unless these arrangements or promises are confirmed by the Buyer in writing.
- 20.7.** The legal relationship between the Parties is solely a Seller-Buyer relationship, and nothing in this contract is intended, considered or leads to the creation of an association, partnership, joint venture, principal-agent relationship, franchisee, authorized representative, or employer-employee relationship between the parties.
- 20.8.** These GTC and all Agreements shall be interpreted in accordance with their English version. In case of discrepancy between English and French versions, the English version shall prevail unless otherwise agreed by the Parties.
- 20.9.** Time shall be of the essence in respect of all dates and time periods set out in the Agreement.
- 20.10.** The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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## **ANNEX - PAYMENT METHODS**

### **1. FULL PREPAYMENT**

**1.1.** The Buyer shall make full and irrevocable prepayment for the Product by transferring funds to the Seller's bank account specified in the Agreement not later than 5 (five) calendar days of receipt of a commercial invoice, unless any other term is specified in the invoice. The Seller shall carry out the shipment of the Product only after the receipt of the full prepayment, unless any other term is specified in the Agreement.

### **2. PREPAYMENT IN PART**

**2.1.** The Buyer shall make a prepayment in the amount specified in the commercial invoice. Prepayment shall be made in accordance with clause 3.3. of the GTC.

**2.2.** The Buyer shall make the final payment for each Product consignment by transferring funds to the Seller's bank account specified in the Agreement in the amount specified in the commercial invoice, except for the payment made according to clause 2.1 of the Annex, within 2 (two) banking days after the Seller has sent the copies of the documents provided for in the Agreement. All shipping documents shall be delivered to the Buyer only after the full payment for each Product consignment is received by the Seller.

### **3. DEFERRED PAYMENT**

**3.1.** If the Buyer is a resident of Canada, the Parties may agree to defer payment. In other cases, these conditions may be applied only after the Seller has analyzed the financial condition of the Buyer in accordance with the documents provided by him at the request of the Seller and the period of cooperation with the Buyer.

**3.2.** If the Parties agree for deferred payment, the Buyer shall make payment by transferring funds to the Seller's bank account specified in the Agreement within 30 (thirty) calendar days of receipt of the commercial invoice or, if the Product is shipped after sending the invoice, not later than 3 (three) calendar days after the acceptance of the Product by the Buyer or its carrier or within the term agreed in writing between the Seller and the Buyer.

#### **4. PAYMENT ON CASH AGAINST DOCUMENTS (CAD)**

**4.1.** If the Parties agree for payment on a cash against documents (collection) basis ("CAD"), the Seller shall entrust the handling of a collection to a remitting bank. The remitting bank, the presenting bank, their names, addresses, SWIFT codes and the list of documents against which the payment will be made shall be preliminarily agreed by the Parties and defined in the Agreement and/or its annexes or by e-mail.

**4.2.** Payment for the Product on a CAD basis shall be made against the Seller's presentation of the documents specified in the Agreement and a supporting letter from the Seller's bank to the Buyer's bank within 4 (four) banking days from the date of presentation of the documents and the letter to the Buyer's bank.

**4.3.** If the Buyer refuses to accept the Product and/or pay for the Product on a CAD basis, the Seller shall initiate revocation of the documents from the Buyer's bank through the Seller's bank.

**4.4.** If the Buyer fails to pay the price of the Product in accordance with clause 4.1. of the Annex and the Agreement, the Seller may, at its sole discretion: (i) unilaterally change the payment terms under the Agreement to full prepayment; and/or (ii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect.

**4.5.** The CAD shall be governed by the Uniform Rules for Collections effective since 1 January 1996, published by the International Chamber of Commerce under No. 522 (URC 522).

#### **5. PAYMENT SECURED WITH A BANK GUARANTEE**

**5.1.** The Buyer shall pay the full price of the Product not later than 5 calendar days after the date of export customs clearance of the Product consignment as confirmed by the customs declaration issued in Canada.

**5.2.** The Buyer shall provide in favor of the Seller an irrevocable unconditional bank guarantee according to the terms specified in the Agreement. The bank guarantee issuing bank, its name, address, SWIFT code, the amount, terms and conditions shall be agreed by the Parties and defined in the Agreement.

**5.3.** The bank guarantee shall be provided to the Seller at least 10 (ten) calendar days prior to the scheduled date of delivery of the Product.

**5.4.** The bank guarantee shall cover the cost of the Product specified in the Agreement and all penalties that may be imposed upon the Buyer in case of the Buyer's breach of the GTC and/or the Agreement.

**5.5.** If the value of the shipped Product reaches 75% of the amount of the bank guarantee, the Seller may suspend shipment of the Product on deferred payment terms and shall give immediate notice to that effect to the Buyer.

**5.6.** If the Buyer fails to pay the price of the Product or to pay the penalties in accordance with the GTC and the Agreement, the Seller may at its sole discretion: (i) make a demand under the bank guarantee immediately after the Buyer's delay in payment; and/or (ii) suspend all Product shipments until the Buyer

and/or the bank guarantee issuing bank repays the total outstanding debt; and/or (iii) unilaterally terminate the Agreement.

5.7. The bank guarantee shall be governed by the Uniform Rules for Demand Guarantees effective since 1 July 2010, published by the International Chamber of Commerce under No. 758 (URDG 758).

## **6. PAYMENT BY A LETTER OF CREDIT**

6.1. If the Parties agree for payment by a letter of credit ("LC"), the Buyer shall open in favor of the Seller an irrevocable LC according to the terms specified in the Agreement.

6.2. The LC shall be issued not later than 7 (seven) calendar days before the scheduled date of loading of the Product.

6.3. Payment for the Product on the basis of the LC shall be made against the Seller's presentation of the shipping documents, specified in the Agreement, to the issuing bank or confirming bank not later than within 5 (five) working days after such presentation.

6.4. If the Buyer fails to provide the LC which complies with the terms of the GTC and the Agreement, the Seller may, at its sole discretion: (i) suspend delivery under the Agreement; and/or (ii) unilaterally change the payment terms; and/or (iii) unilaterally terminate the Agreement.

6.5. The LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).

## **7. PAYMENT SECURED WITH A STAND-BY LETTER OF CREDIT**

7.1. The Buyer shall pay the full price of the Product not later than 5 (five) calendar days after the receipt of all shipping documents specified in the Agreement.

7.2. If the Buyer fails to pay the price of the Product in accordance with clause 7.1. of the Annex, payment shall be made by a stand-by letter of credit ("Stand-by LC"), opened by the Buyer in favor of the Seller according to the terms specified in the Agreement.

7.3. The Buyer shall open the Stand-by LC for the amount specified in the Agreement not later than 15 (fifteen) calendar days prior to the scheduled date of loading of the Product and shall keep the Stand-by LC in force during the whole term of the Agreement.

7.4. If the Buyer fails to make payment, a non-payment notification and outstanding shipping documents shall be presented to the Buyer's bank or to the confirming bank through the Seller's bank for the payment under the Stand-by LC. The payment under the Stand-by LC shall be made not later than 5 (five) working days after such presentation.

7.5. The Stand-by LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).