



CUSTOMER AGREEMENT - *PLEASE READ CAREFULLY AND RETAIN*

The undersigned ("Applicant"), hereby applies to ES Opco Canada II Ltd. ("Veseris") to extend credit to the Applicant to enable the Applicant to purchase goods and merchandise from Veseris. As an inducement to extend credit to the Applicant and in consideration of any credit so extended, the Applicant states and agrees with Veseris as follows:

1. All decisions regarding the extensions of credit are at the sole discretion of Veseris and may be changed or terminated at any time.
2. Any credit extended, including repayment terms thereof, shall be subject to the terms and conditions contained in (a) this Application, (b) the Invoices issued to the Applicant and (c) Veseris' Standard Terms and Conditions of Sale. In the case of any ambiguity or inconsistency between the terms in those documents, the Standard Terms and Conditions of Sale shall control. By signing this Customer Agreement, Applicant additionally agrees and acknowledges that Veseris' Standard Terms and Conditions of Sale shall govern each and every sale by Veseris to Applicant, whether pursuant to credit extended hereunder, on COD terms, or otherwise. A copy of Veseris' current Standard Terms and Conditions of Sale is attached to this Application and may also be viewed at <https://veseris.com/sales-terms/>. Applicant acknowledges and agrees that these Standard Terms and Conditions of Sales may be changed by Veseris from time to time without notice to Applicant. Veseris and Applicant agree that no other terms and conditions beyond those in Veseris' Standard Terms and Conditions of Sale, this Application, and Invoices issued by Veseris shall apply to any sale to Applicant or credit extended to Applicant by Veseris. Applicant agrees that in

the case the provisions of any purchase order or other writings differ from or are otherwise in conflict with Veseris' Standard Terms and Conditions of Sale, this Application and Invoices issued by Veseris, such purchase order terms or writing shall be of no force and effect.

3. Veseris assumes that Applicant is solvent. Continued solvency is a precondition to any sale made by Veseris. Applicant agrees to update this Application and financial statements upon request.
4. Payment of all amounts owed shall be made no later than due date as indicated on invoice. Any amounts not paid by due date are subject to a late payment charge of 18% per annum (i.e. 1 ½% per month), or the maximum amount permitted by applicable law, whichever is less. Applicant shall pay all charges, costs and legal fees incurred in collecting amounts owed.

The Applicant consents to the collection, use, disclosure and storage of information by Veseris effective from the date of this Application and acknowledges that this consent is given in accordance with applicable Privacy legislation in force at the date of this Application. This information may be collected from a variety of sources including from credit reporting agencies, financial institutions, registries, trade references, and other sources Veseris deems appropriate. This information may be used from time to time for purposes of verifying the Applicant's identity, creditworthiness, financial situation, and to generally better manage Veseris' business and relationship with the Applicant. Veseris may disclose this information, on a need to know basis for the purposes set forth above or as otherwise permitted or required by law, to its employees, agents, service providers, affiliated and related corporations,



financial institutions, other credit grantors, financial and credit reporting agencies or to any person with whom the Applicant has or proposes to have financial relations, (including to any potential or actual acquirer of all or part of its business). In the case the Applicant is an individual, on request by the Applicant, Veseris will disclose the position, name or title and the contact information for the office or employee within Veseris who is able to answer the individuals questions about the collection of the information. Veseris' Head Office telephone number is (604) 273-1441.

This Application and any dispute arising from it will be governed by the laws of the Province of British Columbia and determined in Vancouver, British Columbia as the venue for binding arbitration in accordance with the Standard Terms and Conditions of Sale.

By the individuals signature on the Application, the individual in his/her individual capacity and on behalf of the Applicant states that he/she and the Applicant has:

- I. Read, understands and agrees to the terms and conditions herein.
- II. Received, read, and understands the attached 'Standard Terms and Conditions of Sale'.
- III. Certifies that all of the information provided by the individual about the Applicant, in this Application or elsewhere, is true and correct.
- IV. He/she is authorized to execute and deliver this Application on behalf of the Applicant.

ES OPCO CANADA II LTD. STANDARD TERMS AND CONDITIONS OF SALE CANADA

PLEASE READ CAREFULLY AND RETAIN

These Standard Terms and Conditions of Sale and the Standard Terms of Use <https://veseris.com/terms-of-use/> ("Agreement") apply to your ("Buyer") purchase from ES OPCO Canada II LTD. ("Seller") of products and services, including training materials, from Seller ("Products"). As used in this Agreement, Seller includes the affiliates of ES OPCO Canada II LTD. THIS AGREEMENT SHALL APPLY UNLESS BUYER AND SELLER HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS. By placing an order with Seller, Buyer agrees to be bound by the terms of this Agreement and that all orders are subject to acceptance by Seller in Seller's sole discretion.

1. **EXCLUSIVE TERMS.** The offer is expressly conditioned upon Buyer's acceptance of this Agreement and all the terms and conditions contained herein. This Agreement is the exclusive contract between Buyer and Seller regarding the Products acquired by Buyer from Seller and may not be altered or amended, nor its terms waived, except in writing, signed by an authorized representative of the party to be bound thereby. Acceptance or acknowledgment by Seller of purchase order forms or other similar forms containing provisions different from, or deletions or additions to, the terms of this Agreement are hereby rejected and shall not be binding on Seller. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without prior written consent of Seller. Should Seller make an offer to Buyer in writing, then any specific terms in such written offer shall prevail to the extent they conflict with the terms of this Agreement. Any offer on the part of Seller is subject to change without notice until actual receipt of a written order from Buyer and written acceptance of such order by Seller.

2. **QUOTES; ORDERS; PRICE.** All quotes of Seller shall be in writing and, unless otherwise expressly stated in the quote, expire if retracted or on the 30th day following issuance (whichever occurs earlier). All orders are subject to acceptance by Seller in its sole discretion. Quoted prices are based upon present taxes (other than sales taxes), freight rates, Canadian Tariff classifications and import duties. Buyer shall pay any increased costs resulting from such changes or from Buyer's selection of means of transportation. Buyer shall reimburse Seller for all taxes or other charges by any national, provincial, territorial or municipal government upon the sale, use, production, or transportation of Product which Seller is required to pay. If Buyer is exempt from any taxes, it must provide Seller with appropriate exemption documentation with each order. Seller reserves the right to suspend or cancel any order if Buyer has any outstanding payments due or is not in good standing.

3. **PRICE ADJUSTMENTS.** Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product's price protection in extraordinary market conditions as determined by Seller in its sole discretion. Seller shall reinstate the Product's price protection upon Seller's determination that the market condition for the Product is no longer extraordinary.

4. **PAYMENT.** Payment terms are net 30 days from date of invoice upon approved credit only, and that certain exceptions may apply at the sole discretion of Seller. All amounts are in Canadian dollars. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.

5. **CONTAINERS.** Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original Product contents. Buyer shall return the containers to Seller empty and in good

condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days from the date of receipt by Buyer. If not returned within such 90 days, Seller may reject the containers and retain the full amount of the deposit.

6. **TITLE AND RISK OF LOSS.** Title and risk of loss for Products (other than services or licensed content/materials) transfers to Buyer at Seller's shipping point, unless Products are shipped in Seller's vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer's property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays excepted). Any shipment dates provided by Seller are estimates only and Seller have no liability for any losses or claims resulting from late (or even early) delivery of Products.

7. **WARRANTY.** Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller ("Resale Products") and that matters relating to the quality of the Resale Products are not within Seller's control. Accordingly, TO THE MAXIMUM EXTENT PERMITTED IN ACCORDANCE WITH APPLICABLE LAW, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS AND ALL RESALE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY TYPE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRODUCTS AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ALL PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NONINFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS.

8. **REMEDIES.** Seller's liability and Buyer's exclusive remedy for Products failing to conform with the warranties set forth in Section 7 above is exclusively limited, at Seller's option, to replacement of the defective Products (shipping and handling costs to be assumed by the Buyer or the Seller's supplier, as determined by the Seller in its sole discretion) or refund of the purchase price of such Products. For Products consisting of services, Seller's liability for any defective or negligent service is limited to Seller, at Seller's option, re-performing the service or refunding an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount Seller would have reasonably charged for such services (but not to exceed the amount paid Seller by Buyer for the Products to which the services related in the 12 months prior to the event of the liability). Notwithstanding the foregoing, Seller's supplier may offer a refund or exchange in connection with Products failing to conform with the warranties set forth in Section 7 above or otherwise (including as may be communicated to the Buyer in the course of a purchase transaction or otherwise) and Buyer agrees to pursue and exhaust all available remedies exclusively from the Seller's supplier prior to pursuing any of the foregoing permitted remedies from Seller.

9. **LIMITATION ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED IN ACCORDANCE WITH APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS (INCLUDING NON-AVAILABILITY) AND IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY OTHER LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT OR THE PRODUCTS. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF THIS AGREEMENT FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT. THIS SECTION: (1) APPLIES TO SELLER AND ITS LICENSORS, DISTRIBUTORS, SUPPLIERS, AND AFFILIATES (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) (COLLECTIVELY, "SELLER PARTIES"), (2) REFLECTS AN ALLOCATION OF RISK BETWEEN SELLER AND BUYER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS, AND (3) APPLIES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF ANY OF THE SELLER PARTIES.

10. **INDEMNITY.** Buyer acknowledges that it is the sole responsibility of Buyer to determine and verify the suitability of the Products for Buyer's use. Buyer agrees to defend, indemnify and hold Seller Parties harmless from all claims, demands, actions and causes of action relating to the Products, including without limitation on the basis of personal injury or property damage to third parties, including attorney's fees and actual costs incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer, including all use of the Products by Buyer.

11. **CLAIMS.** Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. As to any claim not reasonably discoverable within such 30 day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance.

12. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, pandemic, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the applicable Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but this Agreement shall otherwise remain unaffected. This section does not apply to payment obligations.

13. **QUANTITY.** When in the opinion of Seller there is a period of shortage of supply of said Products for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.

14. **PRODUCT STEWARDSHIP.** Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including SDSs, to its employees and customers and Seller strongly recommends that Buyer maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely and in compliance with all applicable laws and regulations.

15. **PROPRIETARY RIGHTS.** Seller and its licensors and suppliers reserve all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the services, including any materials created or provided by Seller under this Agreement. Nothing in this Agreement will be deemed to grant to Buyer any ownership rights in or license rights to such intellectual property, other than a limited, non-exclusive, non-transferable right to use internally within Buyer's business the materials provided in connection with a service acquired hereunder by Buyer from Seller in such manner as reasonably anticipated by both Seller and Buyer.

16. **UPDATES; Limitation Period.** Seller reserves the right to update this Agreement at any time, effective upon posting an updated version at <https://veseris.com/sales-terms/>; however, the terms and conditions of this Agreement in effect at the time of purchase shall apply to that purchase of Products or services. TO THE MAXIMUM EXTENT PERMITTED IN ACCORDANCE WITH APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR ANY CLAIM ARISING FROM AND/OR CONCERNING THIS AGREEMENT AND/OR THE PRODUCTS BROUGHT MORE THAN TWO YEARS AFTER THE OCCURRENCE CAUSING THE LOSS AND/OR DAMAGE GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHETHER SUCH OCCURRENCE WAS DISCOVERABLE AT THE TIME).

17. **GENERAL TERMS.** This Agreement shall be governed by the laws of the British Columbia and federal laws of Canada, without regard to principles of conflicts of laws. The parties submit to the exclusive personal jurisdiction of the province and federal courts in Vancouver, British Columbia. This Agreement, and any terms incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Buyer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. Except as expressly set forth herein with respect to quotes issued by Seller, this Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by Seller. No delay or failure by Seller to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by Seller must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the illegal, unenforceable, or conflicting part, term, or provision shall be reformed by a court of law with binding authority to the maximum extent possible to reflect the intent of this Agreement. The doctrine that any ambiguity contained in a contract shall be construed against the party that drafted the contract is expressly waived by each of the parties with respect to this Agreement.