

## HAIVISION PURCHASING TERMS AND CONDITIONS

These terms and conditions (the “**Purchasing Terms and Conditions**”) are between you (the “**Vendor**”) and Haivision Systems Inc., and its subsidiaries and affiliates, having a place of business located at 2600 Boulevard Alfred-Nobel, Suite 500, Montreal, Québec, H4S 0A9, Canada (“**Haivision**”).

The Purchasing Terms and Conditions apply to the Goods or Services purchased by Haivision of Purchase from Vendor. Should you have any questions about the Purchasing Terms and Conditions, you can reach Haivision by mail at the above address or by e-mail at [legal@haivision.com](mailto:legal@haivision.com).

### 1. **DEFINITIONS:**

- 1.1 “**Goods**” means any tangible item (or any part of them) to be provided by the Vendor to Haivision under the Purchase Order;
- 1.2 “**Purchase Order**” is a commercial document issued by Haivision to a Vendor, indicating items, quantities, and agreed prices for the Goods or Services the Vendor will provide to Haivision;
- 1.3 “**Services**” means the performance of any duties or work to be provided by the Vendor to Haivision under the Purchase Order;
- 1.4 “**Vendor**” means the person or firm from whom Haivision purchases the Goods and/or Services;

### 2. **AGREEMENT DOCUMENTS:**

The Purchase Order and any attachment constitute the complete agreement between Haivision and Vendor and supersede all prior oral and written agreements and understanding between the parties, including but not limited to, quotations, Vendor’s standard terms and conditions, Vendor acknowledgments and other Purchase Orders. The Purchasing Terms and Conditions shall be binding upon Vendor’s notice of acceptance, or upon commencement of performance of the Purchase Order. The Purchasing Terms and Conditions may not be modified, supplemented, or waived unless expressly agreed upon in writing by an authorized representative of both parties.

### 3. **PRICING:**

Prices set forth on the Purchase Order shall remain fixed except as provided herein.

### 4. **TERMS OF PAYMENT:**

Payment shall be made according to agreed terms, after receipt by Haivision of an acceptable invoice for Services performed or Goods received, unless otherwise agreed upon in writing and duly authorized by both parties.

### 5. **DELIVERY:**

- 5.1 Deliveries shall be in strict accordance with the schedule set out; or referred to, in the Purchase Order, and in the exact quantities ordered; except where quantity variances have been agreed upon by Haivision.
- 5.2 If delivery of Goods or rendering of Services is not completed in accordance with the Purchase Order, Haivision reserves the right, without liability and in addition to all its other rights and remedies to:
  - a) request that the Vendor ships or executes by expedited means and at its expense the balance of the Goods and/or Services, or
  - b) terminate the Purchase Order by notice effective when received by Vendor. Goods not yet shipped, or Services not yet rendered under the Purchase Order will no longer be accepted by Haivision.
- 5.3 Acceptance of late deliveries shall not be deemed a waiver of Haivision’s right to make future deliveries in accordance with the delivery schedules set forth in the Purchase Order.
- 5.4 Partial deliveries and early deliveries are not permitted unless expressly agreed to in writing by Haivision. If Vendor makes a delivery in advance of the scheduled delivery date, Haivision may either return such product at Vendor’s risk and expense for subsequent delivery on the specified date or retain such material and make payment when it would have been due based on the specified delivery date.
- 5.5 Vendor shall notify Haivision in writing immediately if it anticipates difficulties that may prevent from meeting the delivery schedules set forth in the Purchase Order or in the agreed quality. In no event shall such notification release Vendor from any recourse or liabilities or prevent Haivision from executing any or all actions outlined in the Purchasing Terms and Conditions.

**6. INSPECTION AND ACCEPTANCE:**

- 6.1 Payment for the Goods or Services delivered under the Purchase Order shall not constitute acceptance of such Goods or Services. All Goods or Services are subject to Haivision's inspection and test before final acceptance at Haivision's premises. Goods or Services shall only be deemed accepted after they have been counted, inspected, and tested by Haivision.
- 6.2 Haivision shall have the right to reject Goods or Services which do not conform to the specifications, drawings, samples, or other descriptions specified. Without limiting any other rights it may have, Haivision, at its option, may:
- a) require Vendor to repair or replace at Vendor's expense any Goods or Services delivered which fails to meet requirements of the Purchase Order;
  - b) require Vendor to refund the price of any such good or service; or
  - c) select to retain and repair any such Goods or Services with an appropriate reduction from the price to offset Haivision's costs related to the inspection and correction of the non-conforming Goods or Services affected.
- 6.3 Goods or Services required by Haivision that have been corrected or replaced shall be subject to the same inspection and warranty provisions of the Purchase Order.
- 6.4 If Haivision opts for replacement, Vendor will issue a "Return Material Authorization" within twenty-four (24) hours of receipt of notice. Vendor shall bear all costs involved in shipment of the Goods. Vendor agrees to provide failure analysis of rejected Goods within a commercially reasonable time after receipt. At Haivision's request, Vendor will also provide a written corrective action report addressing the steps that will be taken to eliminate the cause of the problems.
- 6.5 If any inspection or test is completed at Vendor's premises, Vendor, without additional charge, shall:
- a) provide all reasonable facilities and assistance for the safety and convenience of Haivision employees;
  - b) make available to Haivision copies of all drawings, specifications, and processes applicable to the Goods ordered; and
  - c) promptly provide Haivision with any and all resulting inspection certificates.
- 6.6 Neither final inspection, payment, nor any limitation contained in the warranty clause shall relieve Vendor from responsibility for the correction or replacement of defective Goods arising due to gross mistakes, or for latent defects.

**7. PACKING AND SHIPMENT:**

- 7.1 The Vendor shall ensure that:
- a) All Goods shall be packed in accordance with sound commercial practices to obtain the lowest transportation rates, unless otherwise specified in the Purchase Order. The Vendor shall ensure that all pallet load shipments of the Goods are strapped or stretch-wrapped in a manner sufficient to maintain the integrity of the load. The Vendor shall consolidate orders where reasonable and pack multiple pieces in a single container to reduce loss, damage, and shipping costs.
  - b) Unless otherwise approved, the Vendor shall route all shipments according to the transportation instructions set forth in the Purchase Order.
  - c) Itemized packing list, showing the relevant purchase order number(s) and Haivision part number(s), if applicable, must accompany each shipment of the Goods.
  - d) For Goods imported into Canada, the Vendor shall provide to Haivision's appointed customs agent a commercial invoice, a certificate of origin, and/or all other documentation required by applicable laws, including without limitation any applicable international trade agreements, complete with purchase order number(s) and Haivision part number(s).

**8. END OF LIFE:**

Haivision must be notified in writing of all Goods discontinuance at a minimum 6 months prior to the last time buy date and allow Haivision to make an end-of-life purchase. Vendor will offer best commercial efforts to provide similar Goods with equivalent or better functionality at a commercially reasonable price.

**9. CHANGES:**

Unless otherwise stated in the Purchase Order, Haivision, by written notice, may make changes within the general scope of the Purchase Order, to drawings, specifications, shipping instructions, quantities, date, and place of delivery. Should any changes cause an increase or decrease in the cost, time required or performance, an equitable adjustment in the price and/or delivery schedule shall be agreed upon in advance, by written

modification. Any claims for adjustment by Vendor must be made within 30 days from the date of the change, or within such additional period; as may be agreed upon, provided that any such claims shall not delay Vendor's performance.

**10. TERMINATION:**

Haivision may suspend or terminate the outstanding balance of the Purchase Order for cause in the event of a default by Vendor. In such event, Haivision shall not be liable to Vendor for any outstanding amounts due under the Purchase Order and Vendor shall be liable for and shall hold Haivision harmless from, any damages occasioned by Vendor's breach or default. Haivision may also terminate the Purchase Order for its convenience. In such event upon notice by Haivision, Vendor shall immediately stop all work hereunder and follow any instructions from Haivision as to work in process. Vendor shall be paid an equitable adjustment for work performed as of the notification date. If it should be determined by a court of law that Haivision has improperly terminated the Purchase Order for default, such termination shall be deemed to be for Haivision's convenience.

**11. ANTI-CORRUPTION**

The Vendor, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of this Purchase Order shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under the Purchasing Terms and Conditions.

**12. WARRANTIES:**

Vendor warrants for minimum period of one (1) year from date of acceptance of the Goods, or completion of service, that the Goods supplied, or services rendered, shall be free from defects in material, workmanship, and design. Vendor agrees that in case of widespread failure, (including but not limited to latent defects) Vendor shall indemnify and defend Haivision to the fullest extent allowable by law.

**13. NON-DISCLOSURE:**

13.1 In the course of Vendor's performance of this Purchase Order, Vendor may acquire knowledge (both oral and in writing) regarding confidential affairs of Haivision and confidential or proprietary information, including information of technical nature; such as know-how, formulas, trade secrets, proprietary processes or equipment, inventions and research projects; and information of a business nature, such as: information about costs, profits, pricing policies, markets, sales, suppliers, customers, plans for future development, plans for future products, marketing plans or strategies, and other information of a similar nature, which is not generally disclosed by Haivision to the public. The information remains the exclusive property of Haivision and since Haivision desires to keep this information confidential, and to prevent its disclosure to competitors and to the public, Vendor agrees:

- a) that it will keep secret and retain in the strictest confidence all such confidential information and shall only be made available to those employees that are necessary in the performance of the Purchase Order and who have been put under an obligation to secrecy themselves.
- b) that it will not use any confidential information for any purpose, except to perform this Purchase Order.
- c) that such information may not be duplicated or used for commercial purposes without the prior written approval of Haivision.
- d) that, on request of Haivision, all information originating from Haivision, no matter what kind or in what form, shall be immediately and completely returned to Haivision or destroyed in connection with a written declaration to that effect.

13.2 Haivision reserves all rights in such information (including copyright and the right to intellectual property applications). Insofar as Haivision has acquired such information from third parties, this reservation also applies for the benefit of such third parties.

13.3 The Vendor may not offer or deliver any products to third parties that have been manufactured based on Haivision's documents, drawings, models and the like or based on confidential specifications of Haivision or by means of tools or copies thereof.

**14. MATERIAL HANDLING:**

For Electrostatic Discharge ("ESD") sensitive items, the Vendor shall establish and maintain a written electrostatic discharge control program for the control of ESD during fabrication, handling, and packaging of electrical and electronic parts, assemblies, and equipment. The program must comply with the requirements of the most current version of ANSI/ESD S20.20.

**15. STATUTORY COMPLIANCE:**

15.1 Vendor shall comply with all applicable Federal, State/Provincial, and local laws and ordinances and all lawful orders, rules, and regulation there under and the Goods and Services furnished by Vendor under the Purchase

Order shall fully comply with such laws and regulations. In addition, Vendor must comply with the following directives and regulations:

- a) Goods purchased must be ROHS compliant as per the recast RoHS Directive 2011/65/EU.
- b) Supplier shall use due diligence to comply with Conflict Minerals legal requirements as per Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (<http://www.sec.gov/rules/final/2012/34-67716.pdf>).

15.2 Vendor shall immediately notify Haivision in writing if it may not comply with any of the Federal, State/Provincial, and local laws or directives and regulations.

**16. COUNTERFEIT PARTS:**

Vendor shall ensure that all materials used in the manufacture of Goods that are purchased by Haivision under the Purchase Order are free of "suspect/counterfeit parts." If suspect/counterfeit parts are furnished under the Purchase Order and are found in any of the Goods delivered hereunder, such Goods will be rejected by Haivision. The Vendor shall promptly replace such suspect/counterfeit parts with parts acceptable to Haivision and the Vendor shall be liable for all costs relating to the removal and replacement of said parts.

**17. ANTI-SLAVERY**

Vendor shall comply with all applicable legislation, including the Canadian Modern Slavery Act of 2023, and the United Nations Guiding Principles on Business and Human Rights and ensure that each of its contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes.

**18. AGREEMENT:**

Shipment of Goods or commencement of Services signifies agreement and compliance with the Purchasing Terms and Conditions listed above.