

### Purchase Order – General Terms and Conditions

1. Applicability. This purchase order is an offer by DryAir Manufacturing Corp. (the "**Buyer**") for the purchase of the goods and/or services specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with the Exhibits attached hereto, if any, and all previously provided specification requirements for the Goods, constitute the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. This Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. To the extent any terms expressly set forth in an Exhibit attached hereto shall directly conflict with the Terms, the Terms shall control. These Terms apply to any repaired or replacement Goods provided by Seller hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.
2. Acceptance. This Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with this Order. Buyer may withdraw the Order at any time before it is accepted by Seller.
3. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller, and Seller shall indemnify Buyer against any losses, claims, damages and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
4. Delivery Location. All Goods shall be delivered to the "SHIP TO POINT" address specified in this Order or as otherwise instructed by Buyer in writing (the "**Delivery Location**").
5. Shipping Terms. Delivery shall be made in accordance with the terms on the face of this Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents and other documents necessary to release the Goods to Buyer.
6. Title and Risk of Loss. Unless otherwise specified on the face of this Order, title to the Goods passes to Buyer upon, and Seller bears all risk of loss or damage to the Goods until, delivery of the Goods to the Delivery Location.
7. Packaging. All goods shall be packed for shipment in a manner sufficient to ensure that the Goods are delivered in undamaged condition.
8. Amendment and Modification. No change to this Order is binding upon Buyer unless it is in writing and is signed by an authorized representative of Buyer.
9. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods or any portion thereof and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 16. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
10. Price. The price of the Goods is the price stated in the Order (the "**Price**"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use or excise taxes. No increase in the Price is effective, whether due to increased material, labour or transportation costs or otherwise, without the prior written consent of Buyer.
11. Payment Terms. Seller shall issue an invoice to Buyer on the dates specified on the face of this Order and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller within 60 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Unless otherwise stated on the face of this Order, all payments hereunder must be in Canadian dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than the date on which payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.
12. Warranties. Seller warrants to Buyer that for a period of one year from the Delivery Date (or, if later, one year from the date upon which the Goods (or any replacement Goods) were finally accepted by Buyer), all Goods will: (a) be of good material and free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Any services provided with the Goods will be performed (a) in a professional and workmanlike manner and (b) in compliance with all applicable laws, rules, regulations, codes and ordinances, and all of Buyer's safety and other requirements communicated to Seller. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.
13. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, successors and assigns and their respective directors, managers, officers, shareholders, members, partners and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with (i) any non-conforming Goods, (ii) the negligent acts or omissions, or willful misconduct of the Seller or Seller's employees, agents, representatives and/or (iii) any breach by Seller of this Order or the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

15. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has reviewed, with appropriate diligence, Seller's operations and supply chain and has not identified any use of child labour or forced labour (as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act) in respect of Goods supplied hereunder. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Unless otherwise reflected on the face of this Order, Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties or any other penalties on the Goods or if child labour or forced labour is identified in Seller's operations or supply chain.

16. Termination. Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on 30 days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination, and Seller shall refund to Buyer all other amounts paid by Buyer to Seller under this Order within 10 days of such termination.

17. Waiver. No waiver by Buyer of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the Buyer. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event would delay the Delivery Date by more than 30 days, Buyer may terminate this Order immediately by giving written notice to Seller.

20. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under the Order without Seller's prior written consent.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

22. No Third-Party Beneficiaries. Except for Indemnitees under Sections 13 and 14, this Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Governing Law; Venue. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the Province of Saskatchewan and the laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Saskatchewan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Saskatchewan. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the courts of the Province of Saskatchewan located in Saskatoon, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

24. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

25. Severability. If any term or provision of this Order is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Order.

26. Survival. Provisions of this Order which by their nature should apply after termination of this Order will remain in force thereafter, including, but not limited to, Sections 12 through 26.