



## TERMS AND CONDITIONS OF SALE – ASPHALT, AGGREGATES AND ASPHALT CEMENT (“Terms and Conditions”)

These Terms and Conditions govern every sale of Materials as identified and defined in a quotation (each, a “**Quotation**”) issued by Green Infrastructure Partners Inc. or its direct or indirect affiliates or subsidiaries (“**Company**”) and purchased by any individual or entity (each, a “**Customer**”). Customer agrees that these Terms and Conditions, together with the Quotation and any delivery ticket, credit agreement or other document executed by the Company in respect of the sale of Materials to Customer form an agreement (the “**Agreement**”) between Company and Customer to provide the Materials specified in the Agreement on these Terms and Conditions.

1. **Pricing.** Unless expressly stated otherwise, the prices in the Agreement are exclusive of taxes and are subject to all applicable taxes in the jurisdiction in which the Materials are supplied. In addition to the prices set out in the Quotation, Customer agrees to pay all tolls, levies, cancellation fees, environmental and fuel surcharges, re-stocking fees, night and weekend charges or tariffs, including, if applicable, any carbon tax in accordance with the invoice issued to Customer.
2. **Point of Sale / Loading.** The point of sale for all Materials shall be Company’s point of manufacture of the Materials or Company’s plant or yard, as applicable (the “**Point of Sale**”). Title to the Materials, risk of loss, damage or deterioration shall be with Company until the earlier of the moment the Materials: (i) exit Company’s tanker or loading rack arm for loading into or onto Customer’s or its agent’s, representative’s, or subcontractor’s vehicle, equipment or machinery (“**Loaded**”), or (ii) are delivered by Company to Customer’s designated destination, where Company has agreed to deliver same (“**Supplied**”). Once Supplied or Loaded, as applicable, all title to the Materials, risk of loss, damage or deterioration and liability for damage or injury arising out of the Materials shall transfer exclusively to Customer. All Materials are deemed to be delivered to Customer once Loaded or Supplied, as applicable, whichever occurs first. Company reserves the right to add additional charges, including but not limited to freight charges and fuel surcharges, for transporting Materials where the designated destination is modified from location set out in the Quotation.
3. **Supply/ Indemnity.** The supply of the Materials by Company is subject to availability. Nothing in this Agreement constitutes Company’s guarantee of any minimum or specific amount of Materials. Customer agrees to indemnify and hold harmless Company from any claims, damages, actions or proceedings relating to delays in delivery of the Materials, or non-delivery thereof.
4. **Force Majeure.** Company may delay performance of any of its obligations in the Agreement without incurring any liability for same, including liability for or relating to liquidated damages for delay incurred by any person, where an event beyond Company’s control has transpired, including but not limited to events caused by: (a) acts of God, fire, explosion, pandemics, epidemics, public health emergencies, acts of war, terrorism, pandemic, perils of the sea, flood, drought, war, riot vandalism, accident, breakdown, labour dispute, embargo or other casualty; (b) compliance with any order, action, direction or request of any governmental authority; (c) labour shortages, haulage shortages, supply chain interruptions; or (d) other circumstances beyond Company’s control.
5. **Invoicing and Payment.** Any delinquent amounts shall incur interest at a rate of 18% per annum and Customer shall be liable for Company’s costs and expenses, including legal fees, on a full indemnity basis, incurred in collecting any delinquent amounts. Customer agrees that Company may,



at its sole and absolute discretion, cease the sale of any Materials to Customer or stop delivery if any accounts are past due and Company shall be entitled to avail itself of any lien rights that exist in any applicable jurisdiction to secure payment for Materials. Customer agrees and acknowledges that it is not entitled to any set-off or deduction for any reason (including damages) from any payments due to Company.

6. **Remedies.** Customer agrees that Company shall not be liable to Customer or any third party for any special, punitive, aggravated, indirect, or consequential damages of any kind (including but not limited to loss of profit), financial penalties, liquidated damages or similar types of damages, howsoever arising in relation to the Materials, whether based in contract or tort. Without limiting the generality of the foregoing, Company shall not be liable for any delays whatsoever. The exclusive remedy of Customer for any claims, losses or damages relating to the Materials, for which Company is found to be responsible by a court of competent jurisdiction, shall be, at Company's sole and absolute discretion, either: (i) replacement only of the Materials supplied by Company; or (ii) credit for the price paid by Customer for the Materials at issue. In no event shall Company be liable to Customer for any amount in excess of the amount paid by Customer for the Materials at issue.
7. **Warranty.** Company warrants that the Materials will conform to all agreed upon specifications as expressly set out in the Quotation before they are Loaded or depart the Point of Sale, whichever is earlier. Thereafter, Customer acknowledges Company has no control over the Materials and the Materials are sold as is, where is. Customer agrees that EXCEPT AS OTHERWISE SET OUT IN THESE TERMS AND CONDITIONS THERE ARE NO WARRANTIES, CONDITIONS REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE), INCLUDING OF MERCHANTABILITY OF OR FITNESS FOR ANY PURPOSE, FORMING OR AFFECTING OR RELATING TO THIS AGREEMENT OR THE MATERIALS. Company is released and relieved of any liability for any damages or claims of whatever nature relating to the Materials after they are Loaded or depart the Point of Sale, whichever is earlier, including any liability for any finished or unfinished work in which the Materials are used. Any objection or complaint relating to the Materials, their character or quality, must be made to Company on the earlier of: (i) the day any of the Materials are used, or (ii) within seven (7) days of the Materials being delivered as contemplated herein, FAILING WHICH ALL CLAIMS RELATING TO SUCH OBJECTIONS OR COMPLAINTS ARE WAIVED BY CUSTOMER.
8. Customer agrees that if extracted asphalt cement test results do not match those of liquid asphalt cement at the Point of Sale, the latter are representative of the Materials supplied hereunder. Customer relieves Company of any liability relating to Materials tested from extracted hot mix asphalt or mixed with other products or materials after being Loaded.