

STANDARD TERMS AND CONDITIONS FOR SUPPLIERS

Updated 05th May 2026

1. DEFINITIONS

“Buyer” means Cellula Robotics Ltd., incorporated in British Columbia, Canada.

“Supplier” means the company, person, or entity supplying goods or services under this Purchase Order(s) (“PO”, “POs”).

“Goods” means any materials, parts, components, assemblies, or equipment supplied under this PO.

“Services” means any labour, engineering, consultancy, or other activities performed for the Buyer.

“Customer” means any government or commercial client of the Buyer whose contractual flow-down requirements are applicable to this order.

2. PRICE

The price stated on an PO is a firm, fixed price, unless otherwise defined in the documented scope of work.

3. PAYMENT TERMS

If not otherwise stipulated on the front of this Order or in an attachment or addendum, Buyer will pay Supplier Thirty (30) days from the date of acceptance of the goods or receipt of the invoice whichever is later.

Each invoice shall contain (i) correct PO number (ii) the correct description and quantity of items delivered as requested on the PO (iii) the correct corporate name, remit to address and any other relevant information as outlined on the PO.

Any invoice failing to meet the above conditions shall remain unpaid without bearing any interest and a copy thereof shall be returned to the Supplier for correction.

4. DOCUMENT PRECEDENCE AND ATTACHMENTS

Documents designated by Buyer including SPECIAL TERMS AND CONDITIONS, if any, are incorporated by reference the same as if set out in full herein. Should any ambiguity or inconsistency exist in any portion of this Order, including any SPECIAL TERMS AND CONDITIONS – POs or other documents attached hereto, the following precedence of documents shall apply to eliminate any such ambiguity or inconsistency: (1) attachments containing SPECIAL TERMS AND CONDITIONS – POs; (2) attachments containing specifications; and (3) these STANDARD TERMS & CONDITIONS – POs.

Supplier’s failure to object or reject Buyers PO within five (5) business days from the date of issue of the PO shall be an unconditional acceptance thereof by Supplier. In the event Suppliers order acknowledgement contains exceptions or remarks to the PO, Buyer may cancel the PO without incurring any liability.

5. CHANGES

The Buyer reserves the right at any time to change by written or electronic notification any of the following: (a) Specifications, drawings and data incorporated in this Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting this Order.

If any change by Buyer causes an increase or decrease in the cost of or the delivery schedule for this Order, Buyer shall make in writing an equitable adjustment in the contract price of delivery schedule, or both. Any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within fifteen (15) days from Supplier’s receipt of the change.

6. TERMINATION

A. Buyer may terminate this Order for its convenience, in whole or in part, at any time with written or electronic notice to Supplier. Upon receipt of such termination, Supplier shall promptly comply with the directions contained in such notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities associated with such termination, (2) protect, preserve and deliver in accordance with Buyer's instructions any property related to the Order in Supplier's possession, and (3) continue the performance of any part of the work not terminated by Buyer:

B. Buyer may terminate this Order for default, in whole or in part: (1) If Supplier fails to deliver items and material or perform the services required according to the terms and conditions contained herein, or (2) if, at any time, reasonable grounds for insecurity arise as to Supplier's expected performance (including timely performance) within ten (10) days after Buyer's written demand for adequate assurance. Buyer may also terminate for default if Supplier becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

C. On termination for Buyer's convenience, Supplier at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or completed materials for use in fulfilling this Order. (1) For completed items or materials, Buyer shall require delivery of all or part of the completed goods and make payment at the Order price. (2) For uncompleted items or raw or semi-processed materials, Buyer shall require Supplier to deliver all or part of such goods at the portion of the Order price representing the stage of completion. (3) For goods which Supplier has on firm order, Buyer may at its option either take an assignment of Supplier's rights under the Order or pay the cost, if any, of settling or discharging Supplier's obligation under the Order. (4) In all cases, Buyer shall have no responsibility to make any payments for materials that are not available for its inspection. Payments to Supplier hereunder shall be the sole and exclusive remedy available to Supplier in the event of a termination by Buyer.

D. Buyer's rights and remedies regarding termination under this Order shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

E. If Buyer terminates all or part of this Order for Supplier's default, Buyer may procure from third parties, upon terms and in a manner it deems appropriate, goods and services similar to those terminated. In addition, Buyer may require Supplier to deliver any completed or uncompleted goods.

7. ASSIGNMENT

Supplier may not assign, transfer or subcontract this Order or any right or obligation hereunder without Buyer's prior written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.

8. DELIVERY

Good shall be packaged and labelled to prevent damage during transit. Unless otherwise stated on this Order delivery shall be made DDP (Delivered Duty Paid, INCOTERMS 2000).

Time is of the essence in the performance of Supplier's obligations under this Order. Supplier recognizes that Buyer utilizes "Just in Time" scheduling and Supplier accepts complete responsibility to deliver materials meeting all referenced standards on the exact date and time specified herein.

If Supplier is unable to meet the agreed upon "Promised Delivery Date", Buyer reserves the right to, without summons, to deduct from the invoice the amount of three percent (3%) of the amount of the PO for each seven (7) calendar days of delay after the "Promised Delivery Date", up to a maximum of fifteen percent (15%) of the amount of the PO. The deduction by Buyer of the amount specified in this paragraph shall not relieve Supplier of any responsibility for delivering to Buyer the Goods and Services ordered.

9. TRANSPORTATION

Unless otherwise agreed, Supplier must comply with Buyer's freight program using any freight forwarder designated by Buyer in this Order or identified by Buyer after submission of this Order but before delivery. Supplier shall be liable for all excess shipping or demurrage charges resulting from failure to ship and route as instructed, including shipping prior to date required. Supplier's obligations under this Order are not severable if delivery or performance occurs in instalments. Buyer is not obliged to accept shipments sent C.O.D. without its consent and may return them at Supplier's risk and cost.

10. PACKAGING, PACKING LISTS AND BILLS OF LADING

Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No additional charges shall be made for packing, crating or cartage unless stated on the front of this Order. Supplier must bill all returnable containers on a separate memo invoice, and return transportation charges will be collect and for Supplier's account. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.

11. QUALITY AND INSPECTION

All goods and services must conform to the Buyer's specifications, drawings, and quality requirements. The Buyer and its customers reserve the right to inspect facilities, processes, and records to verify compliance. Suppliers must notify the Buyer immediately of any nonconformance, process deviation, or counterfeit risk.

The Supplier shall maintain a documented process to prevent the use of counterfeit or suspect counterfeit parts, including control of supply sources, verification testing, and quarantine of suspect items.

12. INSURANCE

Supplier shall procure and maintain with respect to the subject matter of this Order, appropriate insurance coverage, shall name Buyer as an additional insured, waive all rights of subrogation against Buyer, and Supplier shall, prior to the commencement of work under this Order, provide evidence thereof. Such insurance shall include, but not limited to public or general liability and property damage with adequate limits to cover Supplier's liability arising directly or indirectly for work performed under the terms of this PO.

13. WARRANTIES

By accepting this PO, Supplier warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings and data, and Supplier's descriptions, promises or samples for a period of twelve (12) months from receipt of goods.

Supplier will convey good title to the goods, free and clear from all liens, claims and encumbrances. Supplier, without cost to Buyer, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Buyer. If Supplier is unable or refuses to repair or replace as Buyer may require, Buyer may contract or otherwise repair or replace such defective goods and back-charge Supplier for the excess cost. This warranty shall survive acceptance of the items and is in addition to any warranties of additional scope given to Buyer by Supplier. No implied warranties by the Supplier are excluded.

Supplier agrees that Buyer shall have the option to assign Supplier's warranty to a third party. Buyer agrees that the nature and extent of Supplier's warranty obligations under this Order shall not be changed under any such assignment.

At any point in time Buyer may request Supplier to conduct at its sole cost, a failure analysis on defective Goods in a view of establishing the root cause of such defect. Report of the Supplier shall describe in detail the root cause and corrective actions to remedy such defects including time schedule. In the event of an epidemic failure, all Goods in question will be presumed defective and Buyer may recall all such Goods. At Buyers option, Supplier shall at its own expense, repair, correct or replace the Goods in question making sure the Goods and Services shall (i) meet the form, fit, function and composition of the Goods and (ii) conform to the warranties of the provisions of the Purchase Order.

14. RISK OF LOSS

Risk of loss of all goods shall remain in Supplier until receipt of the goods pursuant to the delivery terms.

15. TITLE

Title shall pass to Buyer upon Buyer's acceptance of goods pursuant to the delivery terms. If Buyer makes progress payments, title to the goods shall be transferred to the Buyer as payments are made, and in the same proportions as the cumulative payments bear to the Order price. Supplier shall also identify such goods as the property of Buyer, unless Buyer waives identification. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for goods shall be vested and remain with Buyer and may be used by Buyer for any purpose.

16. EXCUSABLE DELAY/FORCE MAJEURE

Fires, floods, epidemics, accidents, shortages or other causes beyond the reasonable control of the parties, which prevent Supplier from delivering or Buyer from receiving any of the goods and services covered by this Order shall suspend deliveries until the cause is removed, subject, however, to Buyer's rights of cancellation under this Order.

17. TAXES

If the goods furnished under this Order are for resale (as indicated on the front of this Order), Buyer will pay any sales or use taxes imposed on such goods after delivery. Supplier will pay all other taxes imposed before acceptance or delivery to the destination point, whichever is later, including property taxes imposed on goods for which title has passed to Buyer.

18. INDEMNIFICATION

The Supplier shall indemnify and hold harmless the Buyer and its customers from all claims, damages, and costs arising from Supplier negligence, defects, or legal non-compliance.

Buyer agrees to immediately notify Supplier in writing or electronically of any such claim and to provide such assistance, as may be reasonably required in defending the suit or proceeding.

Each party ("Indemnifying Party") agrees to release, defend, indemnify and save the other party ("Indemnified Party") harmless from and against all liabilities, claims, or demands whether arising in tort, contract, or otherwise, for injuries or damages to any person or property (collectively "Claims") to the extent caused by the Indemnifying Party's breach of its obligations under this Order or the Indemnifying Party's negligence, provided that (a) the Indemnified Party shall promptly notify the Indemnifying Party of any Claims; (b) the Indemnifying Party shall have full control of the defence and settlement of each such Claim; (c) the Indemnified Party cooperates with the Indemnifying Party in such defence and settlement, (d) the Indemnified Party does not settle any Claim without the Indemnifying Party's prior written consent; and (e) neither Party shall be liable to the other Party in contract or in tort, directly or under any indemnity, including this Section 14, for any indirect, special or consequential damages, arising out of or related to this Order, including lost profits, lost production, down time, reservoir loss/ damage or environmental/pollution damage, however same may be caused.

The Indemnified Party may participate in the defence and settlement of any Claim with counsel of its choice at its own expense provided that the Indemnifying Party shall continue to have control of such defence or settlement.

19. FLOW-DOWN OF REQUIREMENTS

The Supplier shall flow down these requirements and all applicable customer or regulatory clauses to its own sub-tier suppliers, including export control compliance, sanctions, traceability, quality management, and ethical conduct.

20. CONFIDENTIALITY AND NON-DISCLOSURE

All Buyer-provided information, data, or specifications shall be treated as confidential and used solely for fulfilling the PO.

If Buyer discloses or grants Supplier access to any research, development, technical, economic or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Supplier agrees, as a condition of receiving such information or "know-how," that Supplier will not use or disclose any such information to any other person at any time, except as may be necessary in the performance of this Order, without Buyer's written consent. Supplier shall use such information only to perform this Order.

21. SECURITY

Suppliers handling defence-related information must comply with the Canadian Controlled Good Program ([Controlled goods: Examining, possessing or transferring - Canada.ca](#)) and/or The International Traffic in Arms Regulations (ITAR - [Understand The ITAR - DDTc Public Portal](#)) restrictions.

Supplier agrees to implement and maintain cyber/data security policy and process in line with Canada's National Cyber Security Strategy ([Canada's National Cyber Security Strategy: Securing Canada's Digital Future](#)) or equivalent national verification such as Cyber Essentials in the UK, including but not limited to continuous monitoring for incident detection and data extraction.

Supplier agrees to notify Buyer within 48 hours of a security breach, either physical or electronic, regardless of whether Buyer's information has been affected. Buyer retains the right to request evidence of security policies and procedures at any time.

22. COMPLIANCE WITH LAWS AND REGULATIONS AND DUE DILIGENCE SUPPORT

The Supplier shall comply with all applicable laws and regulations of Canada and the jurisdictions in which it operates, including but not limited to the Controlled Goods Program (CGP), Defence Production Act, Export and Import Permits Act (EIPA), United Nations Act, Special Economic Measures Act (SEMA), and any applicable U.S., U.K., or E.U. export control laws (e.g., ITAR, EAR, UK Export Control Orders, EU Dual-Use Regulation). To support Buyer's due diligence, Supplier will provide any requested compliance evidence to Buyer's data partner, Assent Inc. (Assent), in the required industry standard formats. Supplier will deliver such declarations within twenty (20) business days of request and will reasonably support completion of the declarations, including responding to feedback or error notifications.

23. PROHIBITED SOURCES AND SANCTIONED COUNTRIES

The Supplier shall ensure that no goods, components, sub-components, or raw materials are sourced, directly or indirectly, from any country, entity, or person subject to trade or arms embargoes or sanctions under Canadian, U.S., U.K., E.U., or United Nations regulations.

This includes, but is not limited to, entities or goods originating from Russia, Belarus, Iran, North Korea, Syria, Myanmar, Venezuela, or any other jurisdiction currently sanctioned.

The Supplier shall maintain documented traceability for all critical and electronic components, including manufacturer, part number, batch, and country of origin.

24. ELECTRONIC COMPONENTS AND EMBEDDED FUNCTIONALITY

The Supplier shall not supply or integrate into any product delivered under this PO any microprocessors, microcontrollers, programmable logic devices, wireless communication modules, or other active electronic components capable of communication (wired or wireless), data processing, or software programming, unless explicitly approved in writing by the Buyer.

All approved electronic components must be procured from authorized distribution channels traceable to the OEM. Grey market or broker components are strictly prohibited.

Certificates of Conformance and Manufacturer Certificates of Origin shall be provided upon request.

25. RECORD RETENTION

Supplier shall retain production, inspection, and traceability records for a minimum of 10 years and provide access upon request.

26. HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE

Supplier shall at all times comply with product safety laws and regulations including without limitation the legislation related to the restriction on the marketing and use of certain dangerous substances and preparations. Supplier shall provide to Buyer up to date information about the health, safety and environmental hazards of the Goods and Services and the safe use, handling and disposal of the Goods and Services, components or any part thereof. Prior to the first delivery of the Goods and Services, this information and, subsequently, any update thereof shall be supplied to each specific "ship to" Buyer location.

Supplier shall at all times keep, maintain, operate and use Supplier's site, factory, facilities, equipment, tools and Goods supplied under this Purchase Order in accordance with all applicable national, provincial, regional or local laws and regulations, including without limitation those related to health & safety, environment, permits and licenses as well as the permits and licenses themselves.

If Electrostatic Discharge (ESD) sensitive devices are supplied by Buyer, the Supplier must have an active ESD program and use proper ESD handling and packaging procedures. Applicable components include circuit boards, electronic assemblies with exposed components or connectors, semi-conductors and any other devices that may require ESD protection. Supplier must maintain records of the testing done and training provided.

27. ETHICS AND ANTI-CORRUPTION

The Supplier shall comply with anti-bribery and corruption laws, including the Canadian Corruption of Foreign Public Officials Act and the U.K. Bribery Act. No improper payments or inducements may be made.

28. MODERN SLAVERY AND ETHICAL CONDUCT

The Supplier commits to preventing modern slavery, forced labour, human trafficking, and child labour in its operations and supply chain. Suppliers must maintain policies and due diligence processes to identify and address risks related to exploitation or unethical labour practices. The Supplier shall comply with applicable legislation, including the Canadian Fighting Against Forced Labour and Child Labour in Supply Chains Act, the U.K. Modern Slavery Act, and equivalent laws in other jurisdictions.

Evidence of compliance and transparency may be requested by the Buyer at any time.

29. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Province of British Columbia, Canada. Disputes shall be resolved in the courts of British Columbia unless otherwise mandated by higher-tier contracts.

30. ENTIRE AGREEMENT

These Terms and Conditions, together with the PO and any referenced documents, constitute the entire agreement between Buyer and Supplier and supersede all prior agreements.