



OSISKO MINING INC.
Purchase Order - Terms and Conditions
Updated: 11-01-2022

- 1. Acceptance.** The terms and conditions of the purchase order ("Purchase Order") of Osisko Mining Inc. (the "Purchaser") constitutes an offer to purchase goods or services described herein, which offer shall take effect when this Purchase Order is accepted by the supplier or the vendor (the "Vendor") through an acknowledgement of receipt, the shipping of goods or the commencement of services. Any amendment or revision of the Purchase Order and these terms and conditions shall be deemed to be null and void unless it is set forth in writing and duly accepted by the parties.
- 2. Precedence.** No condition or stipulation specified by the Vendor when the Purchase Order is accepted shall be enforceable against the Purchaser unless it is expressly accepted by the Purchaser in writing. These terms and conditions of the Purchaser shall take precedence over any other terms and conditions of the Vendor applicable to the products and services, where applicable.
- 3. Quantities and Specifications.** By accepting these terms and conditions, the Vendor is deemed to have read and approved all the plans, drawings and specifications relating to the goods or services ordered under the Purchase Order. The Vendor agrees not to deliver a quantity of goods exceeding the quantity specified in the Purchase Order, where applicable, and the Purchaser shall not owe any compensation for such excess quantities unless the parties agree otherwise in writing.
- 4. Warranties.** The Vendor warrants that any goods or services provided under the Purchase Order comply with the specifications required by the Purchaser as well as quality standards generally recognized by the industry. The Vendor further warrants that the goods delivered to the Purchaser are free of defects, they are sold with the legal warranty of quality, and they will be suitable for the use for which they are intended. If the Vendor is aware or has been informed of the specific use the Purchaser plans to make of the goods sold by the Vendor, the Vendor warrants that such goods will be suitable for such specific use. All applicable manufacturer or merchant warranties on the goods sold shall be transferred from the Vendor to the Purchaser upon the delivery and transfer of ownership thereof to the Purchaser. Any attempt by the Vendor to decline, exclude, limit or change any warranty or liability applicable to the goods sold shall be deemed to be null and void.
- 5. Price Guarantee.** The Vendor warrants that the prices indicated in the Purchase Order are complete and that no undisclosed supplement or additional charge will be added without the Purchaser's written consent.
- 6. Non-Compliant or Defective Goods, Work or Services.** No goods or service received by the Purchaser under a Purchase Order shall be considered to be accepted by the Purchaser before it has had an opportunity to inspect and verify the quality of the goods delivered or services performed. The Purchaser shall be authorized to inspect and given access to all goods, services or work before completion. Notwithstanding the inspections described above, the Vendor shall be solely responsible for the compliance of the goods, or the work performed according to the Purchaser's specifications. The Vendor agrees to promptly correct all deficiencies discovered by the Purchaser and agrees to replace any goods delivered or services rendered to the Purchaser which do not correspond to the requirements set forth herein, the whole at the Vendor's expense. Whether the said deficiency or non-compliance was discovered during the initial inspection or subsequent thereto, if the deficiency could not be identified during the initial inspection, in the event the Vendor fails to correct the deficiencies or to promptly replace the non-compliant goods or services, the Purchaser may, after giving the Vendor ten (10) days' prior written notice, make the said corrections itself or replace the non-compliant goods or service and charge the Vendor the costs thereby incurred. Such recourses are not exclusive and shall not prevent any other legal recourse to which the Purchaser may be entitled further to the Vendor's delivery of defective goods or non-compliant services.
- 7. Invoicing and Payment.** For any goods sold or services rendered for the benefit of the Purchaser, the Vendor agrees to submit to the Purchaser a sufficiently detailed invoice describing the services or goods provided as well as, as the case may be, a delivery slip or time sheet describing the services provided. The Purchaser agrees to pay each invoice approved by the Purchaser within the time indicated on the Purchase Order. In addition, the Vendor agrees to charge, collect and remit any applicable tax (including QST and GST, where applicable) to the relevant government authority. Notwithstanding any term to the contrary, the Purchaser reserves the right to deduct and set off any amount owed to the Vendor due to any amount or obligation payable by the Vendor to the Purchaser.

8. Delivery of Goods / Providing of Services. For any goods sold to the Purchaser, the Vendor agrees to give the Purchaser, at the time and place of delivery, a sufficiently detailed delivery slip (or bill of lading) describing the quantity, quality and value of the delivered goods. For any service provided to the Purchaser, the Vendor agrees to give the Purchaser a detailed time sheet indicating the name of each worker/employee involved, the number of hours worked as well as a description of the work performed. In addition, the Vendor agrees to deliver to the Purchaser forthwith any goods ordered or agreed service on the date and at the place indicated on the Purchase Order.

The Vendor agrees to indemnify the Purchaser upon request for any damage suffered by the Purchaser due to late delivery of the goods or service unless the parties have come to an agreement with respect to such delay in advance. If, in order to comply with the delivery date requested by the Purchaser, the Vendor must ship the goods using a faster and more onerous means of transportation than that indicated in the Purchase Order, the additional transport costs resulting from such change shall be paid in full by the Vendor unless the delay is attributable solely to the Purchaser. The Vendor shall notify the Purchaser promptly of any delay or anticipated delay in executing the order covered by the Purchase Order. Acceptance of the goods or services after the scheduled delivery date shall not constitute a waiver by the Purchaser of its rights respecting late deliveries and shall not release the Vendor from its obligation to comply with these terms and conditions subsequent thereto.

9. Risk of Loss and Transfer of Ownership. The Vendor shall bear all risk of loss of goods ordered by the Purchaser and shall be fully liable for the loss of goods and damage caused to third parties which may result from their delivery, up to the time (i) they are delivered to the location indicated on the Purchase Order and (ii) the Purchaser has taken possession of them. The transfer of ownership in favour of the Purchaser shall only take effect at such time.

10. Permits and Compliance with the Law. The Vendor agrees to perform the services and deliver the goods ordered under the Purchase Order in compliance with applicable federal, provincial, and municipal laws, by-laws and regulations. The Vendor further agrees to obtain and maintain in effect throughout the term of the Purchase Order, at its expense, the permits or licences required by all government authorities which are necessary to carry on its business and for the supply of the goods and/or services.

11. Health and Safety. Where the delivery of the goods or services requires the Vendor to be present on the site belonging to the Purchaser or premises under its control (the "Site"), the Vendor shall comply with (i) all the Purchaser's regulations, procedures and policies respecting safety and the environment, (ii) the Purchaser's instructions relating to Site practices and procedures, and (iii) applicable health, safety and environmental standards, including with respect to the Vendor's staff and agents who are to perform the services described in the Purchase Order.

If the Purchaser believes that the performance of the Vendor's services could represent an environmental, health or safety risk or a risk of damage to the Purchaser's property, the Vendor shall, according to the Purchaser's instructions, cease forthwith performing any part of the services the Purchaser considers a risk until corrective measures the Purchaser considers satisfactory are taken by the Vendor, at its expense. If the Vendor fails or refuses to take the necessary corrective measures, the Purchaser may do so at the Vendor's expense, and it shall have the right to withhold from any payment owed to the Vendor hereunder an amount sufficient to cover the costs incurred in such regard. The Purchaser's failure to require the immediate suspension of the services which could represent a risk shall not in any case constitute an exemption from the Vendor's liabilities or the Purchaser's consent to the Vendor performing the said services according to a method considered dangerous. The Vendor shall ensure that the Site is free at all times of any garbage, pollutants and waste produced during performance of the services and the Vendor agrees to remove them or have them removed at its expense immediately following the end of the services.

- 12. COVID-19.** Where the delivery of the goods or services requires the Vendor to be present on the Site, the Vendor shall comply with (i) all procedures and precautions of the local public health authorities (including handwashing, the wearing of a mask and social distancing) and (ii) the Purchaser's policies and instructions relating to Site practices and procedures, including the requirement to take a screening test, and quarantine where applicable.

The Vendor shall be liable for all costs which may arise as a result of a positive screening test including the person's quarantine and cessation of work, hotel expenses, medical expenses and any other costs arising therefrom. The Vendor further agrees that, within 72 hours preceding a visit to the Site, each of its employees or representatives who are to be present will take a screening test and have proof that the test was negative when arriving at the Site.

- 13. Insurance.** Where the providing of its services requires that the Vendor be present on Site, the Vendor shall, at its expense, maintain the following insurance coverage in effect throughout the term of the Purchase Order: (i) civil liability insurance with a liability limit of at least \$5,000,000.00 based on events covering the usual risks (including without limitation the risk of sudden and accidental pollution), (ii) "all-risk" property insurance with a liability limit of at least \$5,000,000.00, and (iii) automobile insurance with a liability limit of at least \$5,000,000.00, from a reputable and licenced insurer. Where the Vendor has agreed to deliver goods to the Purchaser, the Vendor shall, at its expense, provide cargo insurance covering the value of the transported goods (including all transport costs) and maintain it in effect throughout the term of the Purchase Order.

The Purchaser reserves the right to require that the Vendor obtain insurance with a higher limit than that indicated herein, subject to a prior written agreement between the Vendor and the Purchaser. At the Purchaser's explicit request, the Vendor agrees to give the Purchaser confirmation of the insurance mentioned herein within ten (10) business days. Each insurance policy shall provide that at least thirty (30) days' prior written notice shall be given to the Purchaser before any resiliation, modification or forfeiture of the coverage described herein.

- 14. Sub-Contracting.** The Vendor may not sub-contract, assign or otherwise transfer its rights and obligations under the Purchase Order without the Purchaser's written consent, which consent may be denied at the Purchaser's discretion. In every case where the Purchaser has agreed to the Vendor sub-contracting, the Vendor shall remain fully liable toward the Purchaser for the obligations and undertakings it made under the Purchase Order. In addition, the Vendor covenants and agrees to: (i) pay in full forthwith all sums of money owed to its agents, service providers, suppliers of materials and sub-contractors (collectively, the "Suppliers") relating to the goods delivered or services rendered to the Purchaser and (ii) submit to the Purchaser, at its request, written confirmation from the Suppliers that the Vendor's obligations toward the Suppliers have been fulfilled to the Purchaser's satisfaction (such written confirmation shall be submitted to the Purchaser before the Vendor's invoice becomes payable in every case).

- 15. Indemnification.** The Vendor agrees to indemnify the Purchaser as well as its managers, directors, employees, agents and representatives and hold them harmless with respect to any damage, liability, loss, claim, demand (including physical damage and bodily harm) or expense (including reasonable attorneys' fees) related to or stemming from the Vendor's performance or failure to perform its obligations described herein and in the Purchase Order, including (i) any defect or nonconformity of the goods and services provided hereunder, (ii) any act or omission on the part of the Vendor or its Suppliers, (iii) any act or omission on the part of any carrier hired by the Vendor to deliver the goods ordered by the Purchaser hereunder, (iv) any failure on the part of the Vendor or its agents, employees, carriers or sub-contractors to comply with the terms and conditions hereof, (v) any infringement or alleged infringement relating to intellectual property, a registered trade-mark, trade name or unfair competition or (vi) any other dispute based on or resulting from the foregoing.

- 16. Superior Force.** The Vendor and the Purchaser shall not be liable for the total or partial failure to fulfill their obligations hereunder, including delays in the delivery of the goods and services ordered or payment delays, if such failure results from superior force such as: earthquake, flooding, tornado or other natural disaster, fire, accident, war, insurrection, riot, civil unrest and government interference or regulations. In addition, the performance of the synallagmatic obligation of the party which is not affected by the superior force shall be suspended until the superior force ceases or the other party is able to fulfill its obligation, whichever occurs first.

- 17. Changes.** The Purchaser reserves the right to make changes at any time to the drawings, models, specifications, materials and packaging, as well as the time and place of delivery and means of transportation to be used. However, if the said changes lead to an increase or reduction of the cost or time to perform the Vendor's obligations, the parties agree to negotiate a fair resulting adjustment of the Purchase Order. The Vendor agrees to comply with the said changes subject to this section. However, the Vendor may not begin performing its obligations affected by such changes before the parties have agreed in writing on new terms for the Purchase Order.
- 18. Confidentiality.** The Vendor agrees to keep confidential the information, data and/or documents received from the Purchaser in connection with the Purchase Order as well as the information and/or data disclosed to it in connection with the performance of its obligations. Such information obtained by the Vendor shall be kept confidential and may not be used or disclosed by the Vendor or its representatives in any manner whatsoever in whole or in part without the Purchaser's prior written consent. In addition, the vendor agrees not to communicate or disclose information belonging to the Purchaser (including the fact that a Purchase Order has been entered into between the parties) in the media or public arena, including on the radio, television, the Internet, social media or professional networks without the Purchaser's prior written consent. Lastly, the Vendor agrees, at the Purchaser's request, to return to the Purchaser forthwith all documents representing confidential information which have been provided to it without keeping copies thereof and to destroy all notes prepared using or resulting from confidential information as well as all confidential information, regardless the physical or electronic medium, which could not be returned to the Purchaser. Such destruction shall be certified in writing by an authorized officer of the Vendor who supervised the destruction.
- 19. Limit to Purchaser's Liability.** The Purchaser shall be exempt from liability and shall in no case be held liable for any shortfall, loss of profits, lost opportunity or consequential or indirect damage suffered by the Vendor relating to or stemming from the Purchase Order. Any cause of action, recourse or rights offered to the Vendor as a result of a breach, fault or negligence on the part of the Purchaser relating to the Purchase Order shall be instituted less than one year after the cause of action arose, under penalty of absolute nullity. The Vendor waives its right to assert any right or recourse against the Purchaser after the time specified herein.
- 20. Assignment.** The Purchaser may, without the Vendor's consent, assign, delegate, sell or otherwise transfer all or part of its rights and obligations under the Purchase Order to (i) a subsidiary, parent company or other affiliate of the Purchaser, (ii) its lenders or creditors, and (iii) a third party purchaser in the case of the sale of the business or transfer of all or a substantial part of the assets to a third party purchaser, provided the third party purchaser has agreed in writing to be bound by the terms and conditions of the Purchase Order.
- 21. Waiver.** No waiver on the part of the Purchaser to the compliant performance of a particular term indicated herein shall be considered a waiver of the other terms hereof or of any other right, privilege, claim or recourse of the Purchaser, or its right to insist on the compliant performance of the terms indicated herein.
- 22. Resiliation.** The Purchaser reserves the right to resiliate all or any unfulfilled part of the Purchase Order, at its sole discretion, upon ten (10) days' written notice served on the Vendor provided it pays the value of the goods delivered or the services performed as of the resiliation date, but without any other form of compensation, penalty, or indemnity toward the Vendor. The Purchaser further reserves the right to resiliate the Purchase Order at any time, in whole or in part, for any of the following reasons: (i) the Vendor becomes insolvent or acknowledges its insolvency in any manner whatsoever, or is involved in proceedings under any statute governing insolvency, bankruptcy, placing under receivership, reorganization, arrangement, dissolution or liquidation, or any similar legislation, (ii) the goods or the Vendor's business are the subject of liquidation or an assignment for the benefit of creditors, (iii) proceedings for the seizure, taking of possession or judicial sale of its property are taken against the Vendor, (iv) in the case of the Vendor's failure to comply with the terms and conditions of the Purchase Order, or (v) for any serious reason. For the application of the foregoing, the expression "serious reason" includes without limitation late delivery or performance, the delivery of defective or non-compliant goods, faulty work or the performance of non-compliant work or services.

23. General Provisions.

- (a) The Purchase Order, along with these terms and conditions, constitute the entire agreement between the parties and any verbal or written prior agreement pertaining to the subject matter hereof is replaced by the terms and conditions set forth herein;
- (b) It is understood that the Vendor is a person or corporation independent of the Purchaser and that the Vendor does not have any authority to bind the Purchaser in any manner whatsoever and the Vendor agrees not to make any attempt to do so;
- (c) The Purchase Order and the terms hereof are subject to the laws in force in the Province of Quebec, regardless the principles of conflict of laws relating thereto;
- (d) The Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, and choose such judicial district as the appropriate and exclusive district for the hearing of any claim resulting from the interpretation, application, performance, taking of effect, validity and effects of the Purchase Order.