

TERMS OF USE

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Quadra Chemicals Ltd., its subsidiaries, divisions and affiliates (“**Quadra**”, “**we**”, “**us**” or “**our**”, as appropriate) welcome you to its website (at www.quadra.ca) or its other online solutions (collectively, the “**Website**”). These Terms of Use (“**Terms**”) are between you and Quadra and govern your access to and use of the Website. If you are accessing and/or using the Website on behalf of your employer or as an agent of a third party, you represent and warrant that you have the authority to act on behalf of and bind your employer or third party to these Terms. The Website is not intended for use by any person under the age of majority in his or her province, state, or territory of residence.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. If you do not agree to be bound by these terms each time you use the Website or you do not have the authority to agree to or accept these terms, you may not use the Website.

RELATED POLICIES

The Terms apply exclusively to your access to and use of the Website and do not alter in any way the terms or conditions of any other agreement you may have with Quadra for products, services, or otherwise.

To learn about our privacy practices, including how we protect your personal information, please refer to our Privacy Policy. By using the Website, you are consenting to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy. We may change the Privacy Policy from time to time in our sole discretion. Each time you use the Website, you consent to the collection, use, and disclosure of your personal information by Quadra in accordance with the Privacy Policy then in effect.

MODIFICATIONS TO THESE TERMS

We reserve the right to modify these Terms at our sole discretion and without prior notice. We may notify you of such changes by any reasonable means, including by posting a change notice or a new version of these Terms on the Website. Your continued use of the Website following the effective date of any such changes will mean that you accept and agree to such changes. If you do not agree to such changes, you must stop using the Website following the effective date of such changes, at which point this agreement will terminate. It is your responsibility to review these Terms periodically to check for changes.

CONTENT OF THE WEBSITE

Nature of the Website Content

The information and functionality supplied on the Website have been provided as a convenience. In some cases, such information and functionality may be from third-party sources. They have been supplied upon the condition that the recipient make his or her own determination as to the suitability of this information prior to use and that the recipient has the proper qualifications or expertise to properly assess and use the information.

We make no representation that Quadra's products or services, including any Website content, is appropriate or available for use in all territories. Accessing the Website from territories where the Website content is illegal is prohibited. Your local Quadra representative can assist you with the availability of our products and services.

Product Safety Information

Quadra strives to make safety a top priority. Accordingly, Quadra maintains material safety data sheets ("MSDSs") for its chemical products. You are urged to obtain copies of the relevant MSDSs before using our products to enhance the protection of your employees and customers against any known health or safety hazards described in those MSDSs. Feel free to contact us to discuss any safety aspects of our products.

HYPERLINKS

Third-party Links

Quadra makes no claim, endorsement, or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Website, or third-party websites linking to the Website. Any such hyperlinks provided by Quadra are for informational purposes only and are used at your own risk. We are not responsible for any activities or damages that may be caused by such third-party websites or the content, privacy practices, or security of any such third-party websites.

Links to the Website

You are granted a limited, non-exclusive right to create a hypertext link to only the home page of the Website, provided such link does not portray Quadra or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing or in-line linking techniques to enclose any Website materials, including any trademark, logo, proprietary information, images, text, layout or design of any page, or website form without Quadra's prior written consent. All other linking to the Website or any part thereof is prohibited without prior written consent from Quadra. Except as noted above, you are not conveyed any right or licence by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Quadra or any third party.

REGISTRATION

The Website may contain certain functionality, including surveys, licensed content, online store, or password-protected areas, that may require either pre-qualification or registration with us before access is granted. Such functionality may be subject to additional terms and conditions.

Once access is granted, you will be issued access credentials (e.g., a username and password). You are responsible for maintaining the confidentiality of your access credentials and making them available only to those persons whom you authorize as your agent. You may not otherwise transfer, sell, resell, or assign your access rights. We have the right to assume that anyone accessing the Website using access credentials assigned to you has the right to do so. You will be solely responsible for the activities of anyone accessing the Website using your access credentials. If you believe that your password has been compromised, you should immediately change your password.

INTELLECTUAL PROPERTY RIGHTS

Subject to and upon your acceptance of these Terms, Quadra grants you a personal, revocable, non-exclusive, non-transferable, non-sublicensable license and right to view and use the Website and its publicly available content. All information and materials on the Website, including, but not limited to, text, images, audio, video, software, trademarks, trade names, and logos (collectively, the "**Content**"), including the manner in which the Content is presented or appears and all related information, are the exclusive property of Quadra and its licensors. You agree to

follow all instructions on the Website and in these Terms limiting the manner in which you may use the Content.

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Your Submissions

We do not wish to receive confidential or proprietary information from you through the Website, except pursuant to a separately executed written confidentiality agreement. Barring such agreement, any information or material, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information (collectively, “**Submissions**”), provided by you in the form of email or submissions to Quadra or postings on the Website, will be deemed not to be confidential or proprietary (except that personal information shall be governed by our Privacy Policy). By sending us any such information or material, without a separate duly executed written confidentiality agreement, without further agreement or compensation to you or any other person, you hereby grant (and/or warrant that the owner of the information and material has granted) to Quadra a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and licence to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or that of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of attribution and integrity) are irrevocably waived, in favor of us and our assigns. You agree and understand, however, that Quadra is not obligated to use any such materials and you have no rights to compel such use.

PROHIBITED CONDUCT

In addition to any other restrictions imposed by these Terms, you agree to NOT DO any of the following:

- Interfere or attempt to interfere with the operation of the Website in any way;
- Use the Website or its Content in an unlawful manner;

- Disseminate to or through the Website any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots, spyware, malware, malicious code or scripts, or any other items that may damage, interfere with, provide unauthorized access to, surreptitiously intercept, or expropriate any system, program, data, or personal information; or
- Perform web scraping, data scraping, or any other activity, automated or not, intended, directly or indirectly, to collect, store, copy, reproduce, reorganize, or manipulate the Content.

TERMINATION OF ACCESS

Notwithstanding any of these Terms, Quadra reserves the right, in its sole discretion, to deny, limit, suspend, or terminate any access to and use of, and to block or prevent future access to and use of, all or any part of the Website and/or the Content without prior notice or liability for any reason, including correcting any errors or omissions in any part of the Website or for any breach of these Terms by you, or for not reason at all. In case of a breach of the Terms, any terms that by their nature survive the termination of these Terms and the Privacy Policy will nevertheless continue to apply and be binding upon you with respect to your prior use of the Website and any other related matters.

DISCLAIMERS

This section does not affect the legal warranty provided for under Quebec consumer protection law:

THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE WEBSITE AND ANY CONTENT OR SERVICES ON OR MADE AVAILABLE THROUGH THE WEBSITE. QUADRA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS OR SERVICES, INCLUDING ANY THIRD-PARTY WEBSITES OR CONTENT ACCESSIBLE FROM THE WEBSITE AND ANY PRODUCTS OR SERVICES PURCHASED ON THE FAITH OR RELIANCE OF SUCH CONTENT.

WITHOUT LIMITING THE FOREGOING, QUADRA CANNOT GUARANTEE THAT PRODUCTS OR SERVICES ADVERTISED OR OFFERED FOR SALE ON THE WEBSITE WILL BE AVIALABLE WHEN ORDERED OR THEREAFTER. QUADRA RESERVES THE RIGHT TO LIMIT QUANTITIES SOLD OR MADE AVAILABLE FOR SALE.

WITHOUT LIMITING THE FOREGOING, QUADRA DOES NOT REPRESENT OR WARRANT (A) THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (B) THAT DEFECTS WILL BE CORRECTED, (C)

THAT THE WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (D) THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, INCLUDING ALL CONTENT, DATA, OR SOFTWARE DISTRIBUTED BY, DOWNLOADED, OR ACCESSED FROM OR THROUGH THE WEBSITE IS AT YOUR SOLE RISK.

No Online Orders

Nothing on the Website shall constitute an offer by Quadra or any of its affiliates to buy or sell products or services. No agreement to buy or sell products or services shall be made through use of the Website until an order is placed by a user and accepted by Quadra in the manner described in the ordering information. Accepted orders shall be governed by the Quadra terms and conditions of purchase or sale, as the case may be.

LIMITED LIABILITY

The following does not affect any liability that cannot be excluded or limited under applicable law, including under Quebec consumer protection law:

EXCEPT AS OTHERWISE AGREED UPON BY QUADRA, IN NO EVENT SHALL QUADRA OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS, OR THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS OF EACH OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, REVENUE, USE, BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, OR ANY OTHER ECONOMIC LOSS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH QUADRA'S OPERATION OF THE WEBSITES OR WITH THE USE OR INABILITY TO USE THE WEBSITES OR THE CONTENT OR MATERIALS CONTAINED IN, ACCESSED THROUGH, OR TRANSMITTED VIA THE WEBSITES, EVEN IF QUADRA OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

YOU AGREE AT ALL TIMES TO INDEMNIFY AND HOLD HARMLESS QUADRA AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS, AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH OF THE FOREGOING (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") AT YOUR OWN EXPENSE, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DAMAGES, SUITS, DEMANDS, ACTIONS, PROCEEDINGS, AND/OR COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES AND COSTS) (COLLECTIVELY, "CLAIMS") MADE BY ANY THIRD PARTY

ARISING OUT OF OR RELATED TO A) YOUR ACTS OR OMISSIONS; B) THE USE OF YOUR WEBSITE ACCOUNT BY YOU OR ANY OTHER PERSON; C) YOUR BREACH OR VIOLATION OF THESE TERMS; OR D) INFORMATION PROVIDED BY YOU OR ANY PERSON THROUGH YOUR WEBSITE ACCOUNT. YOU AGREE TO ASSIST AND COOPERATE AS REASONABLY REQUESTED BY THE INDEMNIFIED PARTIES IN THE DEFENSE OF ANY SUCH CLAIMS.

APPLICABLE LAWS AND JURISDICTION

These Terms shall be governed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to choice of laws or conflict of laws principles that would require or permit the application of the laws of any other jurisdiction. Regardless of where you access the Website, you agree that the courts of the judicial district of Montreal, Quebec (Canada), shall have exclusive jurisdiction to hear and settle any dispute relating, directly or indirectly, to the Website or these Terms.

GENERAL

All rights not expressly granted by these Terms and the Website are reserved to Quadra. These Terms and/or any other valid agreement between you and Quadra for use of the Website, constitute the entire agreement between you and Quadra and govern your use of the Website, superseding any and all prior agreements, negotiations and communications (whether written, oral or electronic) between you and Quadra with respect to the subject matter hereof. No failure or delay by Quadra in enforcing these Terms shall be construed as a waiver by Quadra of any right or privilege we may have thereunder. In the event that any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be construed so as to reflect the intent of the parties and the remaining provisions hereof shall remain valid and in full force and effect.

Quadra may assign or transfer these Terms, including any of its rights or obligations hereunder, at any time, with or without notice to you. These Terms and all of your rights and obligations hereunder will not be assignable or transferable by you without Quadra's prior written consent. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.*

CONTACT US

Please address any inquiries, feedback, or requests for technical support by visiting the Contact Us section of the Website or by email at info@quadra.ca.