

These general terms and conditions (the "**Terms and Conditions**") apply when RONA inc., Dealer-owner and its Affiliates (together, "**RONA**") purchase goods, equipment, products, software, or services (together, the "**Services**") as described in any Purchase Order ("**PO**") issued by RONA. The vendor named in the PO, together with its Affiliates, is referred to as the "**Vendor**". RONA and Vendor are each a "**Party**" and together the "**Parties**".

RONA may amend the quantities, terms, delivery dates, and specifications of Services, subject to both Parties' approval. If these amendments change the price or delivery time, the PO will be adjusted accordingly. An "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. A "**Dealer-owner**" means any independent entity authorized to operate a retail business under a banner authorized by RONA pursuant to a dealer, license, or similar agreement with RONA. RONA may, at its sole discretion, extend the benefits of these Terms and Conditions to its Dealer-owners from time to time. The Parties agree as follows:

Article 1. Term and Termination

1.1 Term. These Terms and Conditions begin (the "**Effective Date**") on the earlier of: (a) when Services start; or (b) when a PO is issued. They continue until terminated under this Section 1 (the "**Term**"). These Terms and Conditions remain in effect for the duration of any PO that incorporates them. Automatic renewals are not permitted. Any renewal requires a new PO.

1.2 Time is of the essence. Delivery deadlines are strict. Vendor must deliver the Services on the dates specified in the PO and meet all agreed milestones and completion dates.

1.3 Termination. RONA may terminate these Terms and Conditions or any PO, in whole or in part: (a) immediately for cause, including negligence, fraud, misconduct, material breach, insolvency, or failure to comply with the RONA VCC or DPA; (b) for convenience, with thirty (30) days' written notice (or five (5) days for removing Vendor personnel); or (c) immediately if Vendor fails to deliver on time or delivers Services that do not meet the PO specifications.

Upon termination: (i) RONA will pay for Services satisfactorily performed before termination; (ii) Vendor will help RONA complete work in progress if requested; (iii) Vendor will deliver all completed and in-progress

Services and refund pre-paid fees for unperformed work; (iv) Vendor will return all RONA data and materials in a format RONA chooses; (v) Vendor must stop using and return or destroy all Confidential Information and Personal Information; and (vi) Vendor and its personnel must return any RONA materials on request.

1.4 Survival. Sections that by their nature should continue after termination will survive, including Sections 2, 3, and 4.

Article 2. Indemnification

2.1 Indemnification. To the fullest extent permitted by law, Vendor will indemnify, defend, and hold harmless RONA, its Affiliates, Dealer-owners, and their directors, officers, employees, agents, and successors (the "**RONA Indemnitees**") from all liabilities, damages, losses, claims, and costs (including legal fees) arising from: (a) any breach of these Terms and Conditions or any PO; (b) personal injury, death, or property damage from the Services; (c) any act or omission by Vendor or its personnel or subcontractors; (d) any Security Breach or failure to comply with laws or RONA policies; (e) any claim that the Services infringe third-party intellectual property ("**IP**") rights; or (f) a reclassification of Vendor's personnel as RONA employees.

For IP infringement claims, Vendor will, at its expense, either: obtain the right for RONA to continue using the Services; replace the Services with a non-infringing equivalent; or refund all fees paid. Vendor will handle the full defense of RONA Indemnitees for any claim, including paying all judgments, costs, and expenses. RONA may approve or select defense counsel at Vendor's expense, participate in or take over the defense, hire its own counsel at its own expense, and settle disputes. Vendor's indemnification duties apply regardless of insurance coverage.

2.2 Insurance. Vendor must obtain and maintain the following insurance coverages: (a) Commercial General Liability Insurance with minimum coverage of two million Canadian dollars (\$2,000,000) – if Services are performed on RONA's premises, Vendor must name RONA as an additional insured and provide RONA with a waiver of subrogation under this policy; (b) Automobile Liability Insurance, if applicable to the Services, with minimum coverage of two million Canadian dollars (\$2,000,000); (c) Professional Liability / Errors & Omissions Insurance, if applicable to the Services, with minimum coverage of two million

Canadian dollars (\$2,000,000) per claim and two million Canadian dollars (\$2,000,000) in the aggregate – this coverage must remain in effect for three (3) years following termination of the Terms and Conditions; (d) Property Insurance, if Vendor uses any material or equipment to perform the Services, covering the full replacement cost value of such material or equipment, with a waiver of subrogation in favor of RONA and (e) Cyber Insurance/Technology's E&O, if Vendor has access to, process, store or transmit any Personal Information, Confidential Information or RONA systems, Vendor must secure and maintain cyber liability and/or Technology's Errors & Omissions insurance (including coverage for Security Breaches, network security incidents, privacy liability and cyber extortion) with a coverage of at least five million Canadian dollars (\$5,000,000) per occurrence and in the aggregate. Any coverage written on a claims-made basis must remain in place for three (3) years following termination of the Terms and Conditions. Upon request, Vendor must provide RONA with a certificate of insurance confirming that the above coverages are in effect.

2.3 Payment Terms. Unless the PO or another signed agreement states otherwise, RONA will pay within ninety (90) days of receiving an undisputed invoice. After RONA approves the Services, Vendor must send the invoice with the PO number to: apexpenseinvoices@RONA.ca

2.4 Prices and Taxes. Unless stated otherwise in writing, PO prices are firm and in Canadian dollars, plus applicable taxes. Each Party pays its own property taxes, franchise taxes, income taxes, and taxes related to its own personnel or contractors. If Vendor is registered for Canadian sales taxes (GST/HST and QST), has a valid tax number, and provides a proper invoice, RONA will pay the applicable sales taxes. RONA may withhold taxes as required by law and will provide tax receipts. Cash discount periods start from the later of invoice receipt or delivery date. For goods, unless otherwise indicated in the PO, the delivery term is Delivery Duty Paid (DDP). For services, unless otherwise indicated in the PO, services are deemed provided at RONA's place of business in Quebec, Canada. Vendor accepts all risks related to fulfilling orders at the stated prices.

2.5 Travel and Expenses. Vendor is not entitled to reimbursement for travel, accommodation, meals, or other expenses unless expressly agreed in writing in

the PO. Any reimbursable expenses must be pre-approved by RONA in writing and must comply with RONA's expense policy. Vendor must provide itemized receipts for all expenses. RONA will only reimburse reasonable, documented expenses at cost, without markup.

Article 3. Liability

3.1 Vendor Representations and Warranties.

Vendor represents and warrants that: (a) nothing prevents or limits Vendor's performance under these Terms and Conditions; (b) Vendor owns the Services or has full rights to provide them to RONA; (c) the Services will not infringe any third party's patents, copyrights, trade secrets, or other rights; (d) once RONA accepts the Services, they will meet all applicable specifications; (e) the Services will comply with all applicable laws, regulations, and industry standards; and (f) Personal Information will be hosted in Quebec unless RONA gives prior written approval.

3.2 Warranty.

For twelve (12) months after RONA accepts the Services (the "**Warranty Period**"), or longer if specified in Vendor documentation, any software, work, documentation, or goods provided by Vendor will: be free from significant errors and defects in workmanship and materials; and conform to all applicable specifications. If Vendor breaches this warranty during the Warranty Period, Vendor will fix the problem at no cost to RONA. If Vendor cannot fix it within a reasonable time: (a) for goods, equipment, or products, RONA may return the affected items and receive a full refund of all fees paid for such items; and (b) for services or software, RONA will receive a full refund of all fees paid for the affected services or software. In either case, RONA may also recover fees paid for any integrated Services, plus any other available remedies. Vendor also warrants that all products will be new, of good quality, merchantable, defect-free, and made according to industry standards. Vendor will promptly repair or replace any non-conforming products at no additional charge.

3.3 Intellectual Property Ownership.

All work product created by Vendor in connection with any PO ("**Work Product**"), including software, documentation, designs, inventions, data, and reports, is the sole property of RONA. Vendor irrevocably assigns to RONA all rights in the Work Product, free of any liens or encumbrances, and will execute any documents needed to perfect RONA's ownership. Vendor and its personnel waive all moral rights in the Work Product.

If the Services incorporate Vendor's or any third party's pre-existing materials ("**Pre-Existing Materials**"), Vendor grants RONA a perpetual, irrevocable, worldwide, royalty-free license to use, copy, modify, distribute, and sublicense such Pre-Existing Materials as needed to use the Services. For application service agreements, unless the PO states otherwise, Vendor grants RONA and its users a non-exclusive, worldwide license during the Term to access and use the Services online. RONA's authorized Dealer-owners may use or own the Services with RONA's approval.

3.4 Compliance with Laws. Vendor will, and will cause its officers, directors, agents, employees and subcontractors to perform its obligations under these Terms and Conditions in compliance with: (a) RONA Vendor Code of Conduct ("**VCC**") available at www.vendors.rona.ca; (b) all law; and (c) all safety and security requests, inspections and programs, made by: (i) any governmental entity; or (ii) RONA and made available to Vendor, and provide documented proof of such compliance, upon RONA's request.

3.5 Confidentiality. "**Confidential Information**" means all non-public information one Party discloses to the other, including all Personal Information. Information is not confidential if it: (a) becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party before disclosure; (c) was received from a third party without confidentiality restrictions; (d) was independently developed without using the disclosing Party's information; or (e) is approved for release in writing by the disclosing Party. Each Party must keep the other Party's Confidential Information confidential and protect it using at least the same care it uses for its own most confidential information, and no less than best efforts.

3.6 Data Privacy. Vendor will comply with all applicable privacy laws (including Quebec's *Act respecting the protection of personal information in the private sector* and the federal *Personal Information Protection and Electronic Documents Act*) regarding the collection, use, storage, and destruction of Personal Information. Vendor must comply with the RONA Data Privacy Addendum ("**DPA**") at www.vendors.rona.ca. "**Personal Information**" means information that identifies or can be used to identify, contact, or locate a person. All Personal Information is treated as Confidential Information.

3.7 Security Breach. A "**Security Breach**" means any actual or suspected loss, unauthorized access, use, disclosure, alteration, or destruction of Confidential Information, or any failure of Vendor's security safeguards. If Vendor becomes aware of any Security Breach, Vendor must immediately notify RONA, even before confirming all details. At its own expense, Vendor will: investigate the breach and report findings to RONA; perform a root cause analysis; provide RONA with an acceptable remediation plan; fix the breach according to that plan; conduct a forensic investigation; and cooperate with RONA's incident response. Vendor will reimburse RONA for all reasonable notification costs arising from any Security Breach that requires legally mandated notifications.

3.8 RONA's Liability Limit. RONA's only obligation under these Terms and Conditions is to pay for Services delivered and accepted. RONA will not be liable to Vendor for any indirect, incidental, special, consequential, punitive, or exemplary damages. This does not limit Vendor's indemnification obligations under Article 2.

3.9 Personnel. Vendor must provide qualified personnel with proper skills, training, experience, and licensing to perform the Services professionally. Vendor is solely responsible for all employment matters for its personnel, including compensation, benefits, taxes, and statutory remittances. RONA may reject or request removal of any Vendor personnel who do not meet its standards. Vendor must provide a qualified replacement within three (3) days at no extra cost. RONA does not pay for time spent training replacements. Vendor may not subcontract without RONA's prior written consent and remains fully responsible for subcontractors. Before performing Services, Vendor must obtain signed confidentiality and IP assignment agreements from all personnel. All personnel must comply with immigration laws and must not be on any terrorism sanctions lists. Work schedules and hours are set jointly, but RONA does not guarantee minimum hours. Vendor must submit detailed timesheets for RONA's approval. Overtime requires RONA's prior written consent.

3.10 Artificial Intelligence. Vendor must not use any artificial intelligence ("**AI**"), including machine learning, large language models, or generative AI, to perform or create Services without RONA's prior written approval. Vendor must not use RONA's Confidential Information or data to train or improve any AI system. Any AI-

generated outputs are owned exclusively by RONA, and Vendor must clearly identify any deliverable created or assisted by AI. Vendor must maintain human oversight of all AI work and must not deliver AI-generated outputs without review and approval by qualified personnel. Vendor warrants that AI outputs will meet specifications, not infringe third-party IP rights, and comply with all applicable laws.

Article 4. Jurisdiction and Governing Law

4.1 Continuation of Services. Even if there is a dispute under these Terms and Conditions, Vendor must continue performing until the dispute is resolved, unless these Terms and Conditions have been terminated.

4.2 Governing Law; Venue. The Parties agree that these Terms and Conditions and all matters arising out of, directly or indirectly, or related to these Terms and Conditions will be governed by and interpreted in accordance with the Laws of the Province of Québec and the federal laws of Canada applicable therein. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THESE TERMS AND CONDITIONS. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts situated in the city of Montreal and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Article 5. Miscellaneous Provisions

5.1 Notice. To be effective, all notices must be in writing, in English or French. Notices will be deemed given when: (a) delivered by hand (with written confirmation of receipt); or (b) when received by the addressee, if sent by certified or registered mail, return receipt requested or by a nationally recognized overnight delivery service (receipt requested); or (c) when sent, if sent by email during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, in each case to the appropriate addresses:

For RONA:
RONA inc.
220, chemin du Tremblay
Boucherville, Québec J4B 8H7
avisjuridiques-legalnotices@rona.ca
Attention: Legal Affairs

For Vendor: address indicated in the PO

5.2 Assignments. Vendor will not assign any of its rights, nor delegate any of its duties, under these Terms and Conditions or any PO without the prior written consent of RONA. Any attempted transfer, assignment or sublicense of these Terms and Conditions or any PO without RONA's prior written consent may be null and void ab initio, at RONA's sole discretion. RONA may assign any of its rights or delegate any of its obligations under these Terms and Conditions without the consent of Vendor. These Terms and Conditions will be binding upon and will ensure the benefit of Vendor, RONA, and their respective successors and permitted assigns.

5.3 No Exclusivity or Additional Duty. These Terms and Conditions are not a requirements contract. These Terms and Conditions do not constitute an obligation by RONA to purchase Services from Vendor except for those expressly detailed/included in a PO and are not intended to restrict RONA from purchasing Services that are similar to the Services from any other party. Any minimum requirement or commitment to purchase will be null and void unless expressly accepted previously in writing by RONA's.

5.4 Public Disclosures. Vendor will not issue any press release or make any other public disclosures or statements concerning these Terms and Conditions or any partnership without the prior written consent of RONA. Vendor will not use the "RONA" name, logo or any trademarks owned or licensed by RONA for any reason without first obtaining the prior written approval of RONA.

5.5 French Language. Les présents termes et conditions sont disponibles en français et en anglais au www.vendors.rona.ca. These Terms and Conditions are available in both French and English at www.vendors.rona.ca.

5.6 Entire Agreement. These Terms and Conditions, together with the documents governing the purchase of Services (see Section 5.7), are the entire agreement between the Parties on this subject and replace all prior negotiations, representations, and agreements. Vendor's own terms and conditions are excluded and do not form part of any agreement, even if RONA does not object to them.

5.7 Order of Precedence. If documents conflict, they apply in this order (highest to lowest priority): (a) any signed master agreement between the Parties ("**Contract**"); (b) signed documentation describing the

Services (e.g., Statement of Work or Appendix A); (c) specific terms on the face of the PO; (d) these Terms and Conditions; (e) Vendor's final approved quote or proposal. Terms expressly modified on a PO (such as payment terms) prevail over these Terms and Conditions.

5.8 Severability. It is the intent of the Parties that the provisions of these Terms and Conditions will be enforced to the fullest extent permitted by law. To the extent that the terms set forth in these Terms and Conditions or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence will be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making these Terms and Conditions, as modified, enforceable, and the balance of these Terms and Conditions will not be affected thereby, the balance being construed as severable and independent.