

**NOVONIX**  
**TERMS AND CONDITIONS OF SALE**

**NOTWITHSTANDING ANY CONTRARY LANGUAGE PROPOSED BY BUYER IN ANY OTHER DOCUMENT THAT STATES THAT ANY OTHER DOCUMENT, ACT, OR FAILURE TO ACT BY SELLER CONSTITUTES ACCEPTANCE OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS, ANY OFFER OR ACCEPTANCE BY SELLER IS MADE SUBJECT TO THESE TERMS AND CONDITIONS, AND THESE TERMS AND CONDITIONS EXPRESSLY LIMIT ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY BUYER DOCUMENT, WHETHER IN A PURCHASE ORDER, SHIPPING INSTRUCTION, OR OTHERWISE, ARE REJECTED, ARE OF NO FORCE OR EFFECT, AND SHALL NOT APPLY UNLESS SPECIFICALLY AND EXPRESSLY ASSENTED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, AND FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS OR CONDITIONS.**

**1. COMPLETE AGREEMENT:** If this document has been issued by Seller in conjunction with a quote ("**Quote**") or acknowledgement ("**Acknowledgement**") in response to a written offer made by Buyer, Seller rejects Buyer's offer and Seller makes this offer expressly limited to the terms hereof, and Seller reserves the right to withdraw this offer at any time before its acceptance by Buyer. If these Terms and Conditions are not acceptable, Buyer is to notify Seller in writing at once. Buyer's action in (a) accepting any products delivered by Seller ("**Products**"), or (b) issuing a purchase order against or otherwise accepting a Quote referencing or incorporating these Terms and Conditions, will constitute an unqualified acceptance by Buyer of these Terms and Conditions. Each applicable accepted Quote or Acknowledgement as governed by these Terms and Conditions may be referred to herein as the "**Agreement**."

The Agreement, together with the specifications, drawings and any other documentation referred to herein and therein, which by this reference are all made a part hereof, constitutes the entire agreement between **Novonix Battery Technology Solutions Inc.**, a Canadian corporation, with a principal place of business located at 177 Bluewater Road, Bedford, Nova Scotia B4B 1H1, Canada ("**Seller**"), and the buyer of the Products set forth in the Agreement (the "**Buyer**"). The Agreement between the parties supersedes all prior negotiations, proposals, writings, trade customs and trade usage pertaining to the subject matter of the Agreement.

**2. DELIVERY OF PRODUCTS; RISK OF LOSS:** Unless otherwise provided in the Agreement, (a) delivery of the Products shall be made ExWorks, Seller's designated facility located at 110 Simmonds Drive, Dartmouth, NS (Incoterms® 2020); (b) Buyer shall bear the risk of loss or damage to the Products covered by the Agreement after they are made available for Buyer's disposal at Seller's designated facility; and (c) title to the Products shall pass to Buyer after the Products are made available for Buyer's disposal at Seller's designated facility.

**3. DELAYS; FORCE MAJEURE:** All Delivery Dates are estimates only and are not guaranteed by Seller; provided that Seller will exercise its commercially reasonable efforts to meet the Delivery Dates specified in the Agreement. "**Delivery Date**" means when Products ordered pursuant to the Agreement are delivered to Buyer. Products ordered under an Agreement are usually made available for shipment within the lead time specified in the applicable Quote, which does not commence until execution of such Agreement. Seller shall notify Buyer of any delay in delivery of Products and take commercially reasonable steps to minimize the length of any such delay.

If prevention of Seller's performance or a delay in delivery is caused by (a) an event of *force majeure*, including but not limited to, acts of God or public enemy; terrorism; war; civil commotion; riot; blockage or embargo; work stoppage; strike or other labor dispute or industrial disturbance, slowdowns or interruption, lockout; fire; flood; earthquake; explosion; drought; the elements; casualty; epidemic; pandemic; default by any common carrier; which are due to any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of governmental authority, agency or entity, whether foreign, national, state or local, including court orders, judgments, or decrees; or any other similar or dissimilar contingency, delay, failure or cause beyond the Seller's reasonable control, irrespective of whether such contingency is specified herein or is presently occurring or anticipated by Seller; or (b) the inability or refusal of Buyer or its customers to accept or receive shipment when due (whether or not valid), then Seller will be entitled, at its sole option, to (i) extend the time for performance and delivery for a period, or periods, of time that, in Seller's sole discretion, appears to be reasonable, or (ii) cancel the sale, in either case without liability on the part of Seller. If prevention of Seller's performance or a delay in delivery is due to an event described in clause (b) above, Buyer will reimburse Seller for the reasonable costs and expenses incurred by Seller in connection with such delay, including, without limitation, Seller's cost and expense to store the Products.

**4. SECURITY INTERESTS:** Buyer hereby grants Seller a continuing first priority purchase money security interest in and to the Products sold hereby and all replacements, substitutions and accessions thereto and all proceeds thereof, including insurance proceeds, to secure payment of all obligations and indebtedness of Buyer to Seller hereunder. Buyer agrees that Seller will have the right to take such actions with respect to the Products as Seller may reasonably determine is necessary in order to create a first lien perfected security interest in the Products, including filing UCC-1 financing statements (or the equivalent thereof if the Products are located outside the United States) evidencing the Products as collateral; and Buyer further agrees to take such actions as Seller may reasonably request in order to perfect Seller's first-lien security interest in the Products. Buyer specifically agrees and acknowledges that the security interest herein granted has attached. Upon the occurrence of an Event of Default, Seller will have all the rights and remedies of a secured party under the Uniform Commercial Code, or if the Products are located outside the United States, then the equivalent thereof. The security interests granted to Seller under this Agreement will automatically terminate upon payment in full of the purchase price for the Products, and Buyer will be entitled to file a UCC-3 termination statement (or the equivalent thereof if the Products are located outside the United States) evidencing such termination.

**5. INSPECTION OF PRODUCTS:** Buyer will perform acceptance testing of the Products against Seller's "Customer Acceptance Form," and if the acceptance testing demonstrates that the applicable Products function according to the specifications in Seller's "Customer Acceptance Form," those Products will be deemed accepted. Buyer will communicate acceptance or reasons for non-acceptance to Seller in writing without unreasonable delay and no later than 30 days from the Delivery Date. If Seller has not received Buyer's communication of acceptance or non-acceptance before this deadline, acceptance of the applicable Products will be deemed given. If Seller determines that Buyer's communication of non-acceptance is valid, Seller will, at its option, as the exclusive remedy of Buyer, within a reasonable period of time, replace the nonconforming Products or provide a refund or credit to Buyer for the price of such Products (in which case, Buyer will return the nonconforming Products to Seller as instructed by Seller).

**6. PRICE:** In consideration of the provision of the Products, Buyer agrees to pay to Seller the prices specified in the Agreement ("**Prices**"). Prices are listed in the Agreement in United States Dollars. Prices are exclusive of all taxes, fees, tariffs and duties, shipping and handling fees, insurance, and any other similar financial contributions imposed by law on or on account of the purchase and delivery of the Products (collectively, "**Taxes and Shipping Fees**"). Buyer agrees to pay all Taxes and Shipping Fees assessed in connection with each shipment of Products.

**7. PAYMENT TERMS:** Unless otherwise provided in the body of the Agreement, Seller may invoice Buyer on, or at any time after, the date of each Product shipment for the Prices and Taxes and Shipping Fees associated with the Products Shipped. Unless otherwise agreed upon by the parties in writing or stated elsewhere in the Agreement, terms of payment for Products is due net thirty (30) days from the date of the applicable invoice. Failure of Buyer to make any payment when due will constitute an Event of Default (as hereinafter defined) and will entitle the Seller to treat the entire balance owing to Seller under the Agreement as immediately due and owing and to withhold further deliveries without liability until such Event of Default is cured, and/or entitle Seller to cancel the unperformed part of the Agreement. Further, Seller will have the right to interest on all balances not paid when due at a rate of interest equal one and one half percent (1.5%) per month (or such lesser amount as may be the maximum permitted by applicable law). Upon Seller's request, Buyer will submit to a credit check for Seller to determine Buyer's creditworthiness. In the event Buyer's financial condition, payment history, or any other circumstance occurs that results in Seller reasonably deeming itself insecure as to the payment of any and all amounts due to Seller from Buyer under the Agreement, Seller may, do any one or more of the following: (a) change or otherwise modify the payment and/or credit terms set forth in this Agreement, including by way of example, but not of limitation, change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of Products, (b) delay or postpone delivery of the Products and/or suspend any outstanding orders for Products, and/or (c) require financial data from Buyer for verification of Buyer's creditworthiness. Buyer shall not be entitled to deduct from, or set off against, any sums due and owing to Seller any sums owed by Seller to Buyer.

**8. WARRANTY; DISCLAIMER:** For 12 months following acceptance of the Products as set out in Section 5, for the Product contained in such shipment, Seller warrants that the Products ordered will conform to any applicable specifications and will be free from defects in materials and workmanship. If Buyer makes a warranty breach claim against any Product, and if Seller determines that Buyer's claim is valid, Seller will, at its option, as the sole and exclusive remedy of Buyer, within a reasonable period of time, repair or replace the non-conforming Products or provide a refund or credit to Buyer for the price of such Products (in which case, Buyer will return the non-conforming Products to Seller as instructed by Seller). Seller's limited warranty with respect to products is voided if any breach thereof results directly or indirectly from (a) the applicable products being subjected to operating, usage, storage, and/or environmental conditions outside of the conditions set forth in any applicable specifications or documentation; (b) the applicable Products being subjected to abuse,

misuse, neglect, negligence, accident, acts of God or other peril, improper installation or hardware or software configuration, improper calibration or failure to routinely calibrate, improper storage, improper handling, improper disposal, or abnormal physical, electrical or environmental stress; (c) normal wear and tear; (d) the applicable Products being used with any other hardware, devices, or other products other than as provided in any applicable specifications or documentation; (e) any non-conformity relating to the design or manufacture of any hardware, devices, or other products in which the applicable products are incorporated; or (f) the applicable products being reconstructed, reconfigured, repaired, tampered with, modified or altered at any time by persons or parties after Seller delivers them, including without limitation by Buyer or any of its representatives or personnel, agents or customers (clauses (a)-(f), collectively, the “Exclusions”).

**EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION 10, THE PRODUCTS ARE SOLD “AS-IS”, AND SELLER HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF TITLE, DESIGN, NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER TO BUYER OR TO ANY OTHER PERSON FOR INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY PRODUCTS TO THE EXTENT SUCH INJURY, DAMAGE OR LOSS RESULTS FROM ANY OF THE EXCLUSIONS.**

**9. CANCELLATION:** If the Seller breaches any material provision of any Agreement, and such breach is not cured by the Seller within 30 days after the Seller’s receipt of notice of such breach, Buyer may, by written notice to Seller, cancel further performance by Seller under the Agreement. Otherwise, the Agreement may not be canceled, in whole or in part, by Buyer without both (a) Seller’s prior written consent and (b) prior payment to Seller of a sum equal to the total of the out-of-pocket expenses incurred by Seller in connection with the Agreement, including, but not limited to, finished Products, work in process, raw materials that are non-returnable to Seller’s suppliers and any supplier cancellation/return fees, plus a reasonable sum for overhead expenses and lost profits, as reasonably determined by Seller.

With respect to Buyer, each of the following constitutes an event of default by Buyer hereunder (each an “**Event of Default**”): (a) failure to pay any sum due Seller under the Agreement, as and when the same is due, (b) breach of any material provision in any Agreement by Buyer that is not cured by Buyer within 30 days after the Buyer’s receipt of notice of such breach, or (c) Buyer is unable to pay its debts when due, is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of Buyer’s insolvency. If any Event of Default should occur, Seller may: (i) terminate this Agreement effective immediately and demand a return of the Products for which payment has not been made to the destination specified by Seller, freight prepaid by Buyer, and/or (ii) take possession of all Products from Buyer, and for that purpose, enter upon any premises owned or leased by Buyer, and/or (iii) file for arbitration pursuant to Section 15(i) (Dispute Resolution), and/or (iv) take any and all other actions specified herein or otherwise permitted by applicable law.

**10. INTELLECTUAL PROPERTY:** Buyer acknowledges and agrees that Seller (or its licensors) will retain all intellectual property rights in and to the Products, all Product specifications and Product documentation, including, without limitation, all patents, patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership; all trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing; trade secrets, including all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein; and all other industrial and intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world (collectively, “Seller IPR”). Buyer has a limited, non-exclusive right to use any Product software solely in connection with the use of the Product on which it is installed for Buyer’s internal business operations and subject in all cases to use in accordance with any applicable Product specifications or documentation. Except for the foregoing limited right of use, the sale of Products hereunder does not convey any license or other rights under any Seller IPR, and Seller expressly reserves all of its rights in and to the Seller IPR.

**11. CONFIDENTIALITY:** Each party shall protect and safeguard the confidentiality of all confidential and proprietary information disclosed to it by the other party (“**Confidential Information**”) with at least the same degree of care as the receiving party would protect its own confidential and proprietary information, but in no event with less than a

commercially reasonable degree of care. A receiving party shall not publish, disclose or use Confidential Information for any purpose other than such party's performance of its obligations, and exercise of its rights, pursuant to the Agreement and, then, only to those persons with a need to know for such limited purpose. This obligation of non-disclosure shall not apply to the following: (a) information that is or becomes publicly available through no act or fault of a receiving party or its agents; (b) information that is already in the receiving party's possession and is not subject to any confidentiality obligation; or (c) information that is obtained by the receiving party from a third-party who is rightfully in possession of the information. If the receiving party of Confidential Information is requested or required by any legal process to disclose any Confidential Information of the other party, the receiving party will promptly notify the disclosing party unless prohibited from doing so by applicable law or by a governmental agency so that the disclosing party may seek an appropriate protective order and/or waive the receiving party's obligation to comply with these confidentiality obligations. Upon the earlier of the termination or expiration of the Agreement or the request of the disclosing party, the receiving party will promptly return or destroy the disclosing party's Confidential Information, except that a party may retain electronic files consistent with customary backup and retention procedures, provided that any Confidential Information therein will remain subject to the confidentiality obligations provided herein until the same are destroyed as part of such procedures.

**12. INDEMNIFICATION:** Buyer will defend, indemnify, and hold harmless Seller and its affiliates, and its and their respective directors, officers, members, managers, shareholders, employees, agents, representatives, successors, and assigns from and against all third-party claims, suits, demands, actions, and allegations and all resulting damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses (including all reasonable attorneys' fees and costs of dispute resolution) (collectively, "**Claims**") arising from or relating to (a) Buyer's breach of any provision of the Agreement or (b) any Exclusions. Seller will promptly notify Buyer of any Claims; provided, however, that if Seller fails to so promptly notify Buyer, Buyer's indemnity obligations will not be excused, except to the extent Buyer is actually and materially prejudiced thereby. The indemnified parties will cooperate with Buyer in the course of Buyer's indemnification of them, at Buyer's sole cost and expense. Each indemnified party may participate in Buyer's defense of a Claim with counsel of their own choosing, at their sole cost and expense. Buyer will not settle any Claim without the prior written consent of each indemnified party.

**13. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE APPLICABLE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY BUYER UNDER THE APPLICABLE AGREEMENT FOR THE PRODUCTS SOLD. THE FOREGOING LIMITATIONS APPLY WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**14. COMPLIANCE WITH LAWS:** Each party shall take all actions reasonably necessary to ensure, that its performance of obligations under the Agreement will be in full compliance with all applicable laws, including without limitation those related to anti-bribery and anti-corruption. Each party shall obtain all permits, certificates and licenses which may be required for the performance of the Agreement and with respect to Buyer, its purchase, import, export and use of the Products.

**15. GENERAL PROVISIONS:**

(a) **CUMULATIVE REMEDIES:** Except as otherwise provided for herein, all remedies available to a party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Seller specifically reserves the right, in its sole discretion, to set off any amounts to be paid by Seller to Buyer under this Agreement against any amounts that Buyer may owe to Seller, whether pursuant to this Agreement or any other agreement between Buyer and Seller.

(b) **INDEPENDENT CONTRACTOR:** The relationship of Buyer and Seller established by the Agreement is that of independent contractors. Nothing in the Agreement shall create between the parties a partnership, joint venture, employer-employee relationship or principal-agent relationship, and neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

(c) **ASSIGNMENT:** Neither the Agreement nor any portion thereof may be assigned or subcontracted by the Buyer without Seller's prior written consent, and any such assignment or subcontract without consent will be null and void. Seller reserves the right to freely assign the Agreement. Any permitted assignment shall be binding upon any permitted successors and assigns.

(d) **SEVERABILITY:** If any term or provision of the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof and the remainder of the Agreement shall remain valid and enforceable according to its terms and the Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

(e) **WAIVER:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The failure by a party to insist, in any one or more instances, upon the performance of any of the terms or conditions of the Agreement, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such terms or conditions or the future exercise of such right.

(f) **SURVIVAL:** Any provision of the Agreement, which, by its nature or express terms is intended to survive termination or expiration, shall survive termination or expiration of the Agreement regardless of the reason for such termination or expiration.

(g) **NOTICES:** Any notice required to be given hereunder shall be in writing and addressed to the applicable party at the addresses set forth in the body of the Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All notices shall be delivered by personal delivery, internationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice will be deemed given upon receipt by the receiving party if delivered by personal delivery or courier or, five (5) days after mailing if mailed in accordance with the terms hereof.

(h) **GOVERNING LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or any Agreement, and the parties hereby disclaim the application thereof.

(i) **DISPUTE RESOLUTION:** Except as otherwise provided in this Section 15(i), each party agrees that all disputes arising under the Agreement will be submitted to binding arbitration under the applicable rules of the American Arbitration Association then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator, selected as provided in the Rules. The arbitration will be conducted in the English language at a site specified by Seller in New York, New York, USA. The arbitrator will apply the law set forth in Section 15(h) (Governing Law) to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require the non-prevailing party to pay the prevailing party's costs, fees and expenses (including attorneys' fees). Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement. Each party agrees that if the other party reasonably believes that the former has, in any manner, breached its confidentiality obligations to the other party or has damaged the other party in such a way where monetary relief would not be a sufficient remedy, then the other party may seek emergency, preliminary or other appropriate interim relief in the federal or state courts whose district encompasses New York, New York, USA, and any actions to enforce the arbitration provisions hereof will be brought exclusively in such courts.