



EQUANS SERVICES INC. GENERAL TERMS AND CONDITIONS – US PURCHASES

1. Offer/Agreement. These terms and conditions (these “**Terms**”) form an integral part of the accompanying purchase order (the “**Purchase Order**”) and are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by Equans Services Inc. (“**Customer**”) from the seller named on the Purchase Order (“**Supplier**”). The Purchase Order is binding on the parties when Supplier (a) returns written acceptance, (b) makes any shipment of Goods to, or performs any Services for, Customer, (c) accepts the Purchase Order in any other manner or (d) automatically after three (3) business days of receipt unless Supplier notifies Customer otherwise. Supplier shall notify Customer immediately if it is unable to fulfill any terms of the Purchase Order. Unless otherwise governed by a master supply agreement or master services agreement, these Terms (together with the Purchase Order, this “**Agreement**”) constitutes the entire agreement between the parties. This Agreement prevails over any of Supplier’s general terms and conditions, and any additional terms in any proposal, quotation, invoice, acknowledgement or other communication from Supplier shall not be binding on Customer. This Agreement expressly limits Supplier’s acceptance to the terms of this Agreement. Fulfillment of or other performance under this Agreement constitutes acceptance of these Terms. In the event of any conflict between the terms of the Purchase Order and these Terms, the terms of the Purchase Order shall control.

2. Price. The price of the Goods and Services is the price stated in the Purchase Order (the “**Price**”). Unless otherwise specified in the Purchase Order, the Price includes all packaging, freight/shipping charges, insurance, customs duties and fees, applicable taxes and any other charges and assessments of any kind. No increase in the Price is effective without Customer’s prior written consent. Supplier represents that the prices, discounts and allowances extended to Customer are no less favorable than those currently extended to any other customer of Supplier for the same or similar products in equal or lower quantities.

3. Delivery of Goods and Performance of Services. Supplier acknowledges that time is of the essence with respect to Supplier’s obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement. All Goods shall be delivered in the quantities and to the location(s) and on the date(s) set forth in this Agreement. Supplier shall be responsible for any damages, losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier’s failure to timely deliver the Goods and Services, including costs of non-delivery, delay, cover, shortage, overage or line stoppage. Goods received in advance may be held or returned at Supplier’s risk and expense. If any Goods are held, Customer’s obligations shall run from the scheduled delivery dates. Supplier shall immediately notify Customer of any anticipated failure to deliver Goods in a timely manner, which notice shall in no way alleviate Supplier’s obligations under this Agreement. Upon receipt of such notice, Customer may, at its sole option, cancel or reschedule any Purchase Order affected by such notice. Except as otherwise provided in this Agreement, title and risk of loss passes to Customer upon delivery of the Goods at the locations and on the dates set forth in this Agreement.

4. Packing; Shipping. Unless otherwise specified in the Purchase Order, shipments shall be FOB Destination. Supplier shall describe, mark and pack Goods in a manner appropriate to ensure the Goods’ protection until delivered to Customer. Each box or crate shall be marked with the Purchase Order number, shipping address, Supplier’s name, Customer’s part number, a product description, quantity and the country of origin. A copy of the packing list/invoice must be affixed to the outside of each pallet and enclosed in one identified box per pallet. A bill of lading shall be sent to Customer on the day of shipment. Supplier shall comply with Customer’s routing instructions, if any. If Supplier fails to follow Customer’s routing instructions, Supplier shall compensate Customer for any resulting increase in transport costs.

5. Quality. Supplier shall supply Goods and Services in accordance with good manufacturing practice and in compliance with this Agreement and Customer’s specifications and quality assurance requirements.

Goods are subject to inspection and acceptance at Customer's location notwithstanding any prior payment. Customer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. Non-conforming or defective Goods may be held or returned to Supplier at Supplier's risk and expense. Supplier specifically agrees to pay Customer all costs related to the rejection of Goods. Supplier shall not repair or replace non-conforming Goods unless Customer so directs; if Customer so directs, then Supplier shall, at its expense, promptly repair or replace (as directed by Customer) the nonconforming or defective Goods and pay for all related expenses, including transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver repaired or replacement Goods, Customer may repair or replace them with goods from a third party and charge Supplier the cost thereof. Customer may, from time to time, inspect and audit the operations of Supplier, its subcontractors or vendors, upon reasonable prior written notice. Upon prior written notice to Supplier, Customer may also maintain personnel at any Goods production site to monitor quality, which Supplier hereby agrees to facilitate. Customer agrees to abide by any reasonable safety or confidentiality requirements with respect to such site.

6. Warranty. Supplier warrants that the Goods: (a) are new and unused; (b) are merchantable and free from defects in workmanship, material and design for a period of two (2) years from the delivery thereof; (c) are free from defects in design (unless specifically designed by Customer); (d) are free and clear of all liens, security interests or other encumbrances; (e) are in strict conformance to the specifications, drawings, designs, samples and other requirements specified by Customer; (f) are fit and sufficient for their intended purpose and, for a period of two (2) years from the delivery thereof, will operate as intended; (g) comply with the standards in Supplier's industry and with all applicable laws, rules or regulations; (h) are merchantable; and (i) do not and will not infringe or misappropriate any third party's intellectual property rights. Supplier warrants that the Services will be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The foregoing warranties shall survive delivery, acceptance, inspection, testing, payment and use of the Goods and the Services and shall run in favor of Customer, its customers and any subsequent owners or users of the Goods. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Supplier shall have any effect on the warranties contained in this Agreement. Any applicable statute of limitations shall run from the date of Customer's discovery of the noncompliance of the Goods or Services with the foregoing warranties.

7. Remedies. All remedies in this Agreement are cumulative and in addition to all rights and remedies provided by law or equity. Without limiting the foregoing, Customer may require Supplier to refund the purchase price for, repair or replace at Customer's option and at Supplier's expense, any Good or re-perform any Service that fails to comply with this Agreement, regardless of such Good's location. If Supplier fails to timely re-perform any such Service, Customer may engage a third party for such Service and charge Supplier the cost thereof.

8. Defects. Supplier shall immediately notify Customer of any actual or suspected defect in a Good, or any other matter that may affect the safe or proper operation of a Good or its use in or with any Customer product. Supplier shall promptly provide all relevant information to Customer and cooperate fully with the investigation and any rework, field retrofit or recall. Supplier shall be responsible for all costs incurred by Customer due to any Good defect, recall, retrofit or other related action based on Supplier's acts or omissions.

9. Billing. Supplier shall issue invoices, bills of lading and packing lists in accordance with Customer's requirements. Supplier shall issue an invoice to Customer on or any time after the completion of delivery and only in accordance with this Agreement. Time periods for payment and discounts shall begin upon receipt of both conforming Goods or Services and complete and accurate invoices and all supporting documentation. Without prejudice to any other right or remedy it may have, Customer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Customer to Supplier. In the event of a payment dispute, Customer shall deliver a written statement to Supplier no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid,

notwithstanding disputes on other items, within the period set forth in this Section 9. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding any such dispute.

10. Supplier's Service Obligations. Supplier shall: (a) obtain and maintain all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (b) comply with all rules, regulations and policies of Customer, including security procedures concerning systems and data and remote access thereto, building security procedures, general health and safety practices and procedures, and Customer's commitments with regard to ethics and environmental and social responsibility, which, for clarity include, but not limited to, the customer's code of ethics, the anticorruption code, and the supplier's CSR charter (available at <https://www.equans.com/about-us/ethics-compliance>); (c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Supplier in providing the Services; (d) obtain Customer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier, other than Supplier's employees, to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"); (e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Customer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Customer; (f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (g) ensure that all equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Customer; and (h) keep and maintain any Customer equipment in its possession in good working order and not dispose of or use such equipment other than in accordance with Customer's written instructions or authorization. Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Supplier's own employees. Nothing contained in this Agreement shall create any contractual relationship between Customer and any subcontractor or supplier of Supplier. During the term of this Agreement and for a period of two (2) years thereafter, upon Customer's written request, Supplier shall allow Customer to inspect and make copies of the records described in Section 10(c) and to interview Supplier personnel in connection with the provision of the Services.

11. Spare Goods. Supplier shall maintain a supply of Goods and the capability to effectively service Goods for at least five (5) years from the date of last shipment for production. Thereafter, Supplier shall give Customer six (6) months' prior written notice of Supplier's election to stop supplying Goods to allow Customer to order such quantity as it may reasonably require.

12. Tooling. Any and all machinery, dies, molds, jigs, fixtures, tooling, material, samples, prototypes, and any other property used to manufacture Goods, which is owned, furnished, charged to, or paid for by or on behalf of Customer in whole or in part ("**Tooling**") shall be and remain the exclusive property of Customer. Title to Tooling shall pass to Customer without regard to Customer's payment or performance of other obligations. Supplier and its suppliers shall not retain any lien, encumbrance or interest, nor attempt to encumber Customer's interest in the Tooling. Tooling shall be: (a) used exclusively to fill Customer orders; (b) maintained in good condition at Supplier's expense; (c) subject to periodic accounting by Supplier at Customer's request and inspection by Customer; (d) identified as to location and not be moved without Customer's prior written consent; (e) not scrapped or destroyed without Customer's prior written consent; and (f) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted, at any time upon Customer's request. Supplier agrees to assist in protecting and perfecting Customer's interest in the Tooling. Supplier waives any lien, right of set-off or counterclaim that might permit Supplier to refuse to deliver Tooling to Customer. All Tooling shall be conspicuously marked "Property of Customer" by Supplier, insured by Supplier and held at Supplier's risk while in Supplier's or its agent's control or possession.

13. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other

confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property**"), including all tangible embodiments thereof, copies, and duplicates, of Customer will remain the property of Customer. Any Intellectual Property created (a) at the request of Customer, (b) in connection with Goods sold only to Customer, (c) in the course of performing the Services for Customer, or (d) based in whole or in part on information provided by Customer ((a) – (d), collectively, the "**Deliverables**"), shall be deemed "work made-for-hire" for Customer and the exclusive property of Customer. To the extent such Deliverables may not, by operation of law, be deemed "work made-for-hire," Supplier and its employees, subcontractors and agents agree to and do hereby assign to Customer, and Customer accepts, on a paid-up basis, all right, title and interest in and to all such Deliverables. Supplier shall not seek any registration, patent, copyright or titling of any Deliverables in its name or for its benefit. Supplier shall promptly execute and deliver such documents and take such action as Customer may reasonably request to protect or perfect Customer's right, title and interest in the Deliverables. Supplier shall not supply to anyone other than Customer any Goods designed in whole or in part by or exclusively for Customer.

14. Trademarks. Supplier shall not use any trademark, trade name or service mark of Customer or its affiliates and shall not contest the validity of Customer's right to any trademarks, trade names or service marks used by Customer as its own.

15. Infringement. Except to the extent manufactured to Customer's specifications, Supplier warrants that the sale and use of Goods will not infringe, directly or indirectly, any patent, trademark, trade name, trade secret, copyright or any proprietary right of another. If any Good or the use thereof is held to infringe any proprietary right and its use enjoined, Supplier shall, at its expense, procure for Customer and its customers the right to continue using said Good or replace said Good with a substantially equal, but non-infringing product acceptable to Customer. If further use of the Good is not possible, Supplier shall accept the return of any unsold Goods and refund to Customer all costs of the Goods, including the purchase price and transportation costs.

16. Indemnification. Supplier shall indemnify, defend (with counsel satisfactory to Customer) and hold harmless Customer and its parents, affiliates, subsidiaries, successors or assigns and their respective officers, directors, shareholders, employees, successors, assigns, insurers, customers and agents (collectively, "**Indemnified Persons**") against any and all claims, demands, actions, causes of action, judgments, awards, penalties, fines, injuries, liability, losses, damages, costs and expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Tooling, the Goods and Services purchased from Supplier (including any claim that Customer's or Indemnified Person's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party), or Supplier's negligence, willful misconduct or breach of this Agreement, including claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect or government action. In no event shall Supplier enter into any settlement without Customer's or Indemnified Person's prior written consent, as applicable. Supplier shall not enter into any settlement without Customer's prior written consent. The indemnification contained in this Section 16 shall not pertain to design defects to the extent the Goods were manufactured by Supplier to Customer's design and such design defects relate thereto.

17. Insurance. During the term of this Agreement and for a period of five (5) years thereafter, the Supplier shall, at its own expense, obtain and maintain full and adequate insurance, including commercial general liability insurance on an occurrence basis (including product liability insurance), providing coverage for bodily injury and property damage with limits of not less than \$5,000,000 CAD per occurrence of at least five million dollars (\$5,000,000 CAD) with an insurer of good standing acceptable to the customer. The Subcontractor shall also purchase and maintain at its own expense legally required automobile liability insurance covering vehicles owned or leased by it, entrusted to it, in its custody or control, and used for the purpose of providing the Services, in an amount equal to the greater of (a) the amount specified in the Qualification Program and (b) two million dollars (\$2,000,000) per claim, in addition to any other motor vehicle insurance coverage

required by law. At the customer's request and at least once a year during the term of this agreement, the provider shall provide the customer with certificates of insurance from the provider's insurer attesting to this coverage. The insurance certificate lists the customer and the persons compensated as additional insureds. The supplier will require its insurers to provide written notice to the customer at least thirty (30) days prior to any reduction in coverage, cancellation, or non-renewal. To the extent permitted by law, the provider and its insurers waive any right of subrogation against the provider and its insurers for any claim arising out of the performance of this agreement. Proof of this waiver shall be provided upon request.

18. Compliance with Law. Supplier, at its expense, shall comply with all laws, regulations and requirements applicable to the Goods and Services, the supply of Goods or Services to Customer, and Supplier's performance hereunder. Without limiting the foregoing, Supplier and its subcontractors shall comply with all export and import laws and all wage, workers compensation, equal opportunity and reporting obligations. If shipping from outside the United States of America, Supplier shall supply a certificate of origin, comply with applicable marking requirements and include the phrase "MADE IN (COUNTRY OF ORIGIN)" on all Goods. For Goods produced in North America, Supplier shall provide fully-completed NAFTA certificates and comply with all NAFTA requirements. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

19. Confidentiality. All non-public, confidential or proprietary information of Customer, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by or on behalf of Customer to Supplier in connection with this Agreement, whether orally or in written, electronic or other form or media, and whether or not identified as "confidential" is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Customer in writing. Upon Customer's request, Supplier shall promptly return all confidential information received from Customer. Customer shall be entitled to injunctive relief for any violation of this Section 19. This Section 19 does not apply to information that is: (a) generally available to the public; (b) that Supplier can demonstrate was known to Supplier at the time of disclosure; or (c) is lawfully obtained by Supplier on a non-confidential basis from a third party that does not have any confidentiality obligations to Customer. The parties shall comply with any existing confidentiality agreement between them, which is hereby incorporated into this Agreement. Supplier shall not make any public acknowledgement or disclosure concerning this Agreement or its supply of Goods or Services to Customer.

20. Protection of Personal Data. Supplier shall comply with all applicable data privacy laws. In the event that Supplier is required to process personal data on behalf of Customer as a data processor, Supplier must process such personal data in accordance with Customer's instructions. Accordingly, Supplier is prohibited from using such personal data for purposes other than those expressly defined and authorized by Customer within the scope of the Purchase Order. Supplier further agrees: (i) to put in place and maintain throughout the duration of the Order all technical and organizational measures appropriate to the nature of any personal data processed and to the risks presented by the processing carried out; (ii) not to subcontract any processing of personal data without Customer's prior written consent; (iii) not to transfer personal data to third countries that do not provide an adequate level of protection within the meaning of any applicable data privacy laws without Customer's prior written consent; and (iv) at the end of the term of the Purchase Order, to return a copy of the personal data to Customer within an appropriate period of time not to exceed one (1) month and to delete any copy of such personal data, unless Supplier is obliged by law to retain it. Supplier agrees to enter into any separate agreements requested by Customer with respect to the processing of personal data and related matters.

21. Termination for Cause. In addition to any remedies that may be provided under this Agreement, Customer may cancel any Purchase Order or terminate this Agreement with immediate effect upon written notice to Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if (a) any Goods or Services are defective or non-conforming; (b) Supplier has not performed or complied with this Agreement, in whole or in part; (c) Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (d) Supplier ceases or suspends its normal business operations. If Customer terminates this Agreement for cause, Supplier's sole and exclusive remedy is payment for the Goods

received and accepted and Services accepted by Customer prior to such termination; provided, however, that if such cancelled Goods were manufactured to Customer's specifications, then, upon notice, Supplier shall cease all performance related to such Goods (unless otherwise directed in writing by Customer) and Customer shall pay Supplier its actual costs for work and materials incurred in accordance with this Agreement, consistent with applicable lead times. Upon such payment, title to any work, materials and Goods shall pass to Customer.

22. Termination for Convenience. The Customer may at any time, without cause, terminate this Agreement by providing a notice of termination to Supplier. If Customer terminates this Agreement after shipment of Goods or commencement of Services, Customer shall pay Supplier for such Goods shipped or Services provided pursuant to this Agreement. For the avoidance of doubt, payment for Goods shipped and Services performed shall be Supplier's sole remedy. Supplier shall not be paid for any Goods shipped or Services provided after receipt of the notice of termination.

23. Force Majeure. Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such affected party's failure or delay is caused by or results from (a) acts of God; (b) fire, earthquake, flood or explosion; (c) war, invasion, hostilities, terrorist acts, riot or other civil unrest; (d) government order, law or action; (e) embargoes or blockades; (f) national or regional emergency; and (g) other similar events beyond the control of the affected party (each of clause (a) through (g), a "**Force Majeure Event**"). The affected party shall give prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The affected party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the affected party's failure or delay remains uncured for a period of fifteen (15) days, the other party may thereafter immediately terminate this Agreement upon written notice.

24. Waiver. No waiver by Customer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Customer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

25. Amendment. This Agreement may only be amended or modified in a writing signed by an authorized representative of each party.

26. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Any other provision of this Agreement which by its nature should survive any termination or expiration of this Agreement, shall survive, including Sections 16 (Indemnification), 17 (Insurance), 18 (Compliance with Law), 19 (Confidentiality), 32 (Governing Law; Forum) and this Section 27 (Survival).

28. No Agency. The relationship between Customer and Supplier is that of independent contractors. Nothing contained in this Agreement shall be construed as creating an agency, joint venture or partnership between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

29. Assignment. Supplier shall not assign or subcontract any of its rights, duties or obligations under this Agreement without Customer's prior written consent. Any purported assignment in violation of this Section 29 shall be null and void. No assignment shall relieve Supplier of any of its obligations under this Agreement.

30. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 16, nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

31. Headings; Interpretation. The headings herein are for convenience only and shall not affect interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa; and (e) any reference to dollars or \$ shall mean U.S. dollars.

32. Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State where the purpose of this Agreement will be performed, without regard to any choice or conflict of law provision or rule. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be filed in the federal and state courts located where the purpose of this Agreement will be performed and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

33. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section 33.

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