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If any provision of this Notice is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this Notice, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Notice shall be valid and enforceable to the extent granted by law. This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed writing as against the parties subject to the electronic documents. A printed version of the Notice and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Notice to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Other General Matters

No delay or omission by the Company or NFI to exercise any right or power it has under this Notice or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Notice will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

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Contact / Notices

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Supply Chain Disclosure

The California Transparency in Supply Chains Act of 2010 requires retailers and manufacturers doing business in the State of California to disclose efforts to eradicate slavery and human trafficking from its direct supply chain. The Company does not use and will never use, and will endeavour not to conduct



business with persons or entities that use, forced, indentured, involuntary or child labor or engage in human trafficking. As set out in NFI's Code of Business Conduct and Ethics (which governs NFI and its subsidiaries and affiliates), the Company is committed to conducting its business following the highest standards of fairness, honesty and integrity and in compliance with all legal and regulatory requirements. In order to sell transit buses to federally-funded transit agencies in the United States, the Company must manufacture buses that comply with Buy America regulations (49 CFR 661). The majority of components purchased by the Company are manufactured in the United States and represent a low risk that forced, indentured or involuntary labor was used in their manufacture. Consequently, the Company has a very limited number of suppliers located outside the United States and Canada. All production suppliers may be subject to an on-site verification audit of their quality and management systems to ensure performance to the Company's specifications and requirements. This supplier verification audit may include a review of the supplier's safety management and human resources policies. In the event the Company determines that a supplier uses forced, indentured or involuntary labor practices, the Company will move to develop alternate sources of supply and will terminate its relationship with the offending supplier. The Company is currently reviewing its supply purchasing procedures and processes in order to develop more robust standards for supplier labor practices.

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