

GENERAL TERMS AND CONDITIONS
Provision of Goods and Services Within or Into Canada

1. ENTIRE AGREEMENT. This Purchase Order, which includes the terms set forth on the face of this Purchase Order, these General Terms and Conditions, any Special Terms and Conditions and any other documents referenced in this Purchase Order, as amended by any Purchase Change Orders (defined in Section 10), forms the entire agreement between Buyer and Supplier relating to the goods (“**Goods**”) and services (“**Services**”) described in this Purchase Order and supersedes all prior negotiations, representations, agreements, understandings and dealings between the parties with respect to the subject matter of this Purchase Order.

2. INTERPRETATION. If there is any inconsistency or ambiguity among the provisions of this Purchase Order, precedence shall be given to any Purchase Change Orders, then the terms set forth on the face of this Purchase Order, then any Special Terms and Conditions, then these General Terms and Conditions, and finally any referenced documents. Unless otherwise specified, any term which has a meaning assigned to it in any part of this Purchase Order shall have the same meaning in all parts of this Purchase Order.

3. SUPPLIER’S ACCEPTANCE OF PURCHASE ORDER. Acceptance by Supplier is limited to acceptance of the express terms contained in this Purchase Order. Any amendments, modifications or qualifications proposed by Supplier shall only form part of the agreement between the parties if they are included in this Purchase Order by way of a Purchase Change Order issued by Buyer and accepted by Supplier. Supplier’s acceptance of this Purchase Order shall occur upon the earlier of: Supplier commencing any work (including any design or manufacturing) in respect of any Goods; Supplier delivering any Goods; Supplier commencing performance of any Services; or Supplier acknowledging its acceptance of this Purchase Order in writing, once such acknowledgment is received by Buyer.

4. PRICES.

(a) Goods and/or Services. The prices payable by Buyer for the Goods and Services shall be the prices stated in this Purchase Order, which, unless otherwise specified on the face of this Purchase Order, are in Canadian funds and shall include:

- (i) freight, delivery, packing, crating, labeling, storage and insurance of the Goods to the Delivery Point; and
- (ii) customs duties or tariffs and excise taxes to the Delivery Point, but excluding all other taxes.

(b) Services. Unless otherwise specified in this Purchase Order, Buyer shall only be responsible for payment for hours actually worked by Supplier’s Personnel and shall not be responsible for any other costs, expenses or amounts, including, without limitation, any amounts in respect of meals, accommodation, transportation, mileage, telephone charges, photocopying, travel time, stand-by time (such as weekend layovers near the job site), or incremental overtime rates.

5. INVOICING AND PAYMENT.

(a) Invoices. Supplier shall render invoices to Buyer within thirty (30) days following the end of each calendar month for Goods delivered and Services performed in the preceding month, or in accordance with any other invoicing schedule set forth in this Purchase Order. Each invoice shall indicate clearly:

- (i) the Purchase Order Number;
- (ii) a description of the Goods delivered and Services performed, and their corresponding Purchase Order Line Item Numbers;
- (iii) whether the billing is “Partial” or “Final”;

(iv) any taxes payable by Buyer pursuant to Section 6, shown as separate items; and

(v) if applicable, Supplier’s Goods and Services Tax (“**GST**”) Registration Number and Supplier’s Provincial Sales Tax (“**PST**”) or Harmonized Sales Tax (“**HST**”) vendor permit/registration number.

(b) Payment. Buyer shall pay Supplier net ninety (90) days after Buyer’s receipt of Supplier’s invoice or Buyer’s acceptance of the applicable Goods and Services in accordance with Section 8, whichever is later. All claims for monies due or to become due from Supplier to Buyer shall be subject to deduction or set-off by Buyer by reason of any claim or counterclaim arising out of this Purchase Order or any other purchase order or transaction with Supplier.

(c) Disputes. If Buyer disputes any invoice, Buyer may withhold the disputed amount until the dispute over payment is resolved in accordance with Section 23. If Supplier is entitled to payment of the disputed amount or any part thereof, the payment shall include interest at an annual rate equal to the rate of interest established from time to time by the Bank of Canada as its “Prime Rate” plus 2%, from the date such amount was originally due until the date payment is made.

(d) Holdbacks. Any payments required to be made under this Purchase Order are subject to any holdbacks required by Applicable Laws (defined in Section 13).

(e) No Deemed Acceptance. Neither payments made to Supplier nor any use or inspection of the Goods or Services by Buyer shall constitute acceptance by Buyer of any Goods or Services which are not accepted by Buyer in accordance with Section 8. Final payment to Supplier shall not relieve Supplier of any of its obligations or liabilities under this Purchase Order. The payment of any invoice shall not prejudice Buyer’s right to dispute such invoice within one (1) year after Buyer’s receipt of the invoice.

(f) Final Invoice. Supplier shall render a final invoice for all amounts payable with respect to any Goods or Services no later than sixty (60) days after Buyer’s acceptance of all Goods and Services in accordance with Section 8.

6. TAXES.

(a) GST, PST and HST. Buyer will pay applicable GST, PST and HST in addition to the prices stated in this Purchase Order. Supplier shall remit all such taxes to the appropriate governmental authorities.

(b) Non-Canadian Resident Supplier – Withholding Tax. In respect of Services or On-Site Work (defined in Section 14) performed in Canada, Supplier acknowledges that Buyer shall, where applicable, withhold 15% from payments to be made to Supplier pursuant to this Purchase Order in compliance with paragraph 153(1)(g) of the *Income Tax Act* (Canada) (the “**Tax Act**”), as amended, and subsection 105(1) of the Regulations thereunder. If Supplier successfully applies to the Canada Revenue Agency (the “**CRA**”) for a waiver of withholding tax in respect of payments to be made to Supplier pursuant to this Purchase Order, and the CRA waives the obligation of Buyer to withhold tax therefrom, Buyer shall pay, in aggregate, amounts specified in the waiver pursuant to this Purchase Order without withholding of or reduction by any amount as, on account or in lieu of tax payable by Supplier under Part I of the Tax Act.

7. PERFORMANCE OF SERVICES; DELIVERY OF GOODS.

(a) Performance of Services. Unless otherwise specified on the face of this Purchase Order, Supplier shall perform the Services at the Delivery Point on or before the Delivery Date, or in accordance with the Delivery Schedule.

(b) Delivery of Goods. Unless otherwise specified on the face of this Purchase Order, Supplier shall deliver the Goods to the Delivery Point on or before the Delivery Date, or in accordance with the Delivery Schedule and in accordance with the **Incoterm** (as defined in Incoterms 2010 published by the International Chamber of Commerce) specified on the face of this Purchase Order; provided that if no Incoterm is specified, the applicable Incoterm shall be DDP (delivered duty paid – named place of destination).

(c) Shipping Instructions. A packing list shall accompany all shipments of Goods, indicating the Purchase Order Number and fully describing all enclosed Goods and their corresponding Purchase Order Line Item Numbers. All shipments must be packed or crated to protect the Goods from damage or destruction during transit, and in accordance with any special conditions stated in this Purchase Order. Export symbols, serial numbers, weights, measurements and other identification shall be clearly marked on each shipment by Supplier prior to transit.

(d) Title and Risk. Unless otherwise provided under the applicable Incoterm, risk of loss or damage to any Good or resulting from any Good shall pass to Buyer upon delivery to the Delivery Point; provided that upon Buyer issuing a notice of rejection for such Good pursuant to Section 8, risk of loss or damage to such Good or resulting from such Good shall pass to Supplier. Title to any Good shall pass to Buyer upon delivery to the Delivery Point, or as and to the extent Buyer makes any payments for such Good, whichever occurs earlier.

8. ACCEPTANCE OF GOODS OR SERVICES BY BUYER.

(a) Acceptance Period. Unless a shorter or longer period is specified on the face of this Purchase Order, Buyer shall have a period of thirty (30) days (the “**Acceptance Period**”) after delivery of any Good or completion of any Service to accept the Good or Service, or alternatively, reject the Good or Service by issuing to Supplier a written notice of rejection within the Acceptance Period. Notwithstanding the foregoing, and unless a shorter or longer period is specified on the face of this Purchase Order, the Acceptance Period for any Good which is equipment intended to be installed and operated in facilities owned or operated by Buyer in accordance with any performance requirements stated in the specifications set forth in this Purchase Order shall be a period of not more than six (6) months after delivery of the Good, commencing upon delivery and ending when the equipment has been properly installed and is operating in accordance with such performance requirements, within the applicable design conditions. If Buyer does not issue a notice of acceptance or a notice of rejection within the Acceptance Period, such Good or Service will be deemed accepted upon the expiration of the Acceptance Period.

(b) Rejected Goods. Goods rejected by Buyer shall be returned to Supplier at Supplier’s sole expense and risk. Supplier will be requested in advance to provide instructions for the return shipment, but if Supplier does not provide such instructions within a reasonable period of time, Buyer may dispose of the Goods as it deems appropriate without liability, or return the Goods to the Supplier Address. Buyer shall not be liable for any restocking or other charges for rejected Goods returned to Supplier pursuant to this Section 8(b).

(c) Remedial Work. If requested by Buyer in the notice of rejection, Supplier shall promptly make such repairs, replacements or corrections to the Good, or re-perform and correct the Service, or perform such additional services, as are necessary to remedy any defects specified in the notice of rejection. All remedial work in respect of rejected Goods or Services (and any return of rejected Goods) shall be at the sole expense and risk of Supplier.

(d) Completion of Remedial Work. Upon completion of the remedial work, Supplier shall notify Buyer in writing of such completion and, in the case of rejected Goods which have been returned to Supplier for such remedial work, re-deliver such Goods to Buyer, whereupon the provisions of this Section 8 shall re-apply.

(e) Supplier’s Obligations. Acceptance by Buyer of any Goods or Services shall not relieve Supplier of any of its obligations or liabilities under this Purchase Order, including any warranty obligations.

9. WARRANTIES.

(a) Goods and/or Services. Supplier warrants that:

- (i) the Goods or Services shall be suitable for the particular purposes, if any, for which Buyer intends to use such Goods or Services, as specified in this Purchase Order; and
- (ii) Supplier has the resources, skills and ability to supply the Goods and perform the Services in accordance with this Purchase Order, and Supplier shall perform all Services in accordance with this Purchase Order and with the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the same type of undertaking under the same or similar circumstances consistent with reliability, safety, expediency, Applicable Laws (defined in Section 13) and any applicable industry standards (“**Good Industry Practices**”).

(b) Goods. Supplier warrants that the Goods shall:

- (i) be free of defects in design, materials and workmanship and comply with all Applicable Laws (defined in Section 13);
- (ii) achieve the performance requirements stated in the specifications set forth in this Purchase Order, when operating within the applicable design conditions;
- (iii) upon delivery:
 - (A) be new, unless otherwise designated;
 - (B) be adequately contained, packaged, marked and labeled;
 - (C) meet all applicable industry standards; and
 - (D) bear markings certifying compliance with such standards; and
- (iv) shall be transferred to Buyer free of all liens, security, interests, claims, charges, and encumbrances, and Supplier is and shall be the legal and beneficial owner of the Goods at the time of delivery to Buyer and at the time title to the Goods passes to Buyer.

(c) Warranty Period. Any Goods or Services that have been delivered to Buyer shall be warranted by Supplier for a period of eighteen (18) months after acceptance of such Goods or Services by Buyer in accordance with Section 8, or such other time period as may be specified on the face of this Purchase Order (the “**Warranty Period**”).

(d) Warranty Obligations. Supplier shall correct or replace any Goods or Services not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such non-conformity by Buyer. In the event of Supplier’s failure to correct or replace non-conforming Goods or Services promptly to Buyer’s satisfaction, Buyer, after reasonable notice to Supplier, may make such corrections or replace such Goods or Services and charge Supplier for any costs or losses incurred by Buyer in doing so.

(e) Extension of Warranty Period. The Warranty Period for any Goods shall be extended by a period equal to the sum of any periods during the Warranty Period during which such Goods cannot be used for the purposes for which they were intended by reason of a breach of the warranties above. Further, notwithstanding the expiration of any Warranty Period described in this Section 9, Supplier’s warranty obligations shall extend to correcting any non-conformance with the warranties set forth in this Section 9 of which Buyer has given Supplier notice prior to the expiration of such Warranty Period, and any latent defects discovered at any time thereafter.

(f) Applicability of Warranties. Supplier shall not be required to redesign, repair or replace Goods that fail to conform to the warranties set forth above to the extent that such non-conformance is due to normal wear and tear or Buyer's failure to install, operate or maintain the Goods in accordance with Supplier's approved operation and maintenance manuals, provided that Supplier has provided such manuals to Buyer prior to or concurrent with delivery of the Goods.

10. CHANGES. Any proposed changes to the Goods or Services or any amendments, modifications or qualifications to the other terms of this Purchase Order shall be set forth in a revision to this Purchase Order (a "**Purchase Change Order**") issued by Buyer. Upon Supplier's acceptance of the Purchase Change Order in accordance with Section 3, Supplier shall make the appropriate changes to the Goods and Services or otherwise to Supplier's performance of this Purchase Order to comply with the terms of the Purchase Change Order.

11. TERMINATION AND SUSPENSION.

(a) Termination for Cause. If Supplier is in default of this Purchase Order, Buyer may, at its option:

- (i) provide written notice to Supplier specifying the default and requiring Supplier to remedy the same ("**Default Notice**"); and if Supplier does not:
 - (A) commence remedying the default within five (5) days following receipt of the Default Notice, or such other period as may be agreed to by Buyer in writing; and
 - (B) remedy the default within fifteen (15) days following receipt of the Default Notice;

then Buyer may issue a written notice to Supplier terminating this Purchase Order, in whole or in part ("**Termination Notice**"); or

- (ii) issue a Termination Notice to Supplier terminating this Purchase Order, in whole or in part.

This Purchase Order shall terminate on the date and to the extent set forth in the Termination Notice, and Supplier shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its suppliers or subcontractors to cease such work.

(b) Termination for Convenience. Buyer may terminate this Purchase Order, in whole or in part, at any time prior to its completion without cause upon written notice to Supplier ("**Termination Notice**"). This Purchase Order shall terminate on the date and to the extent set forth in the Termination Notice, and Supplier shall accordingly stop delivery of the Goods and performance of the Services and shall cause any of its suppliers or subcontractors to cease such work. In the event of such termination, Buyer shall pay Supplier's reasonable costs actually incurred as a direct result of such termination, provided that these costs do not exceed the limits for cancellation costs, if any, specified on the face of this Purchase Order. Supplier shall not be paid for anticipated profits or any other amounts in respect of Services performed or Goods delivered after receipt of the notice of termination, nor for any costs incurred by Supplier or Supplier's suppliers or subcontractors that Supplier could reasonably have avoided.

(c) Suspension. Buyer may suspend performance of this Purchase Order, in whole or in part, at any time upon written notice to Supplier. Upon written notice by Buyer to Supplier as to resumption of performance, Supplier shall promptly resume performance of this Purchase Order to the extent requested by Buyer. Subject to Section 14(e), the Delivery Date and Delivery Schedule shall be extended by a period equal to the period of suspension, unless otherwise agreed to by the parties.

(d) Supplier's Right to Payment. In the event of any expiration or termination of this Purchase Order, Buyer shall be liable for payment for

Goods delivered and Services performed to the date of termination, provided that such Goods and Services have been accepted by Buyer in accordance with Section 8, and any other costs payable by Buyer pursuant to this Section 11.

(e) Return of Property. Upon any expiration or termination of this Purchase Order, Supplier shall promptly return or deliver to Buyer any equipment, tools, materials, confidential information and other property (including keys and access cards) which are the property of Buyer, as well as all deliverables required to be delivered to Buyer under this Purchase Order (whether fully or partially completed, and including all work in progress).

(f) Terms Surviving Expiration or Termination. The provisions of Sections 6, 9, 15, 16, 17, 18, 19, 20, 21, 23 and 24 shall continue in full force and effect following any expiration or termination of this Purchase Order.

12. TIME OF THE ESSENCE. Time is of the essence of this Purchase Order.

13. COMPLIANCE WITH LAWS, PERMITS AND LICENSES. Unless otherwise stated in this Purchase Order, Supplier shall be responsible for ensuring that it and its directors, officers, employees, agents, contractors and subcontractors, and their respective employees, agents, contractors and subcontractors (collectively, "**Personnel**") obtain all necessary licenses, registrations, permits and consents, and comply with any and all codes, statutes, laws, regulations, rules, permits, licenses, orders and directions of any governmental, regulatory or administrative body, agency, board or authority that has authority over the parties, the Goods or the Services, and which are applicable to the parties, the Goods or the Services ("**Applicable Laws**") and other similar requirements in performing this Purchase Order including any Supplier pre-qualification requirements of Buyer provided that Buyer has given Supplier notice thereof prior to issuance of this Purchase Order. Where applicable, Supplier shall be responsible for ensuring that it and its Personnel are members in good standing with the professional associations with which they are affiliated and in which membership is necessary for performance of this Purchase Order. Supplier shall, when requested, provide Buyer with adequate evidence of compliance with this Section 13.

14. TERMS AND CONDITIONS FOR ON-SITE WORK. If this Purchase Order results in Supplier or any of its Personnel performing any Services on or otherwise entering onto premises owned, occupied or controlled by Buyer in connection with this Purchase Order, including any delivery, inspection or repair of Goods on such premises ("**On-Site Work**"), the following provisions shall apply:

(a) Waste Management and Clean-up. The On-Site Work shall be confined to the areas designated by Buyer. Supplier shall ensure that Buyer's premises are kept tidy and free from debris. Upon completion of the On-Site Work or when directed by Buyer, Supplier shall promptly remove any debris and leave Buyer's premises in a clean condition. Supplier must receive approval before using any of Buyer's pollution control or waste disposal facilities.

(b) Contamination. If the activities of Supplier or its Personnel result in the contamination of Buyer's site, Supplier shall remediate the site and take such further action in the manner required by and to the satisfaction of Buyer.

(c) Hazardous Materials. Supplier shall be responsible for ensuring that in performing the On-Site Work, Supplier and its Personnel are properly trained under and comply with the Workplace Hazardous Materials Information System ("**WHMIS**") legislation of the jurisdiction in which the On-Site Work is performed. No WHMIS Controlled Products shall be brought on to Buyer's premises unless Supplier has first supplied Buyer with Material Safety Data Sheets in respect of such products and obtained Buyer's written approval for the use of such products. Supplier shall be responsible for disposing of all hazardous materials brought onto the premises by Supplier or its Personnel, in accordance with Applicable Laws and any additional Buyer requirements.

with the foregoing and shall be responsible for any breaches by its Personnel of this Section 15.

16. NO INFRINGEMENT.

(a) Warranty. Supplier covenants, warrants and agrees that the Goods, Services and Documentation (defined in Section 17) provided to Buyer under this Purchase Order will not infringe any intellectual, industrial or other proprietary rights, including all rights in all jurisdictions within or outside Canada to patents, copyrights, trademarks, service marks, industrial designs and trade secrets, howsoever arising in law or equity and whether registered or unregistered in any jurisdiction (“**Intellectual Property Rights**”). Supplier shall: (i) be liable to Buyer, its Affiliates (defined in Section 17) and their respective Personnel for any and all Losses (defined in Section 20) which may be suffered, sustained, paid or incurred by Buyer, its Affiliates or any of their respective Personnel arising out of or in connection with any such infringement or claim for infringement; and (ii) indemnify, defend and save harmless Buyer, its Affiliates and their respective Personnel from and against any and all Losses and Claims (defined in Section 20) which may be claimed, made or brought by any third party against Buyer, its Affiliates or any of their respective Personnel, or which any of them may suffer, sustain, pay or incur, arising out of or in connection with any such infringement or claim for infringement.

(b) Remedies. If any Goods, Services, Documentation or any portion thereof are held, or in Buyer’s reasonable opinion may be held, to infringe any Intellectual Property Rights, or if the use of the Goods, Services, Documentation or any portion thereof is enjoined as a result of a claim for infringement, Supplier shall pay any costs and damages awarded on account of such infringement and shall, at Supplier’s own expense and at Buyer’s option:

- (i) procure for Buyer the perpetual right to use such Goods, Services or Documentation;
- (ii) replace the Goods, Services or Documentation with Goods, Services or Documentation that are not infringing; or
- (iii) modify the Goods, Services or Documentation so that they become non-infringing.

Any such replacement or modification of the Goods, Services, Documentation or any portion thereof shall meet the requirements of and be subject to the terms of this Purchase Order.

17. OWNERSHIP OF PROPERTY. Unless otherwise stated on the face of this Purchase Order, ownership of all recorded information, including all designs, technical reports, photographs, drawings, plans, specifications and computer software, whether susceptible to copyright or not (“**Documentation**”) which is produced, written, prepared, developed or first reduced to practice (“**Produced**”) by Supplier or any of its Personnel in the performance of this Purchase Order and is required to be delivered to Buyer under this Purchase Order shall, as of the time Produced, vest in and remain with Buyer. The foregoing assignment of rights will not apply to any of Supplier’s pre-existing intellectual property rights used in Producing such Documentation; which intellectual property rights shall, unless specified otherwise on the face of this Purchase Order, vest in and remain with Supplier. Supplier hereby grants to Buyer and its Affiliates (defined below) an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, distribute, sub-license, reproduce, support and modify the Documentation and any other documentation that is supplied by Supplier or its Personnel in the performance of this Purchase Order, as Buyer or its Affiliates determine necessary, to fully use (including the right to directly or indirectly operate, maintain and repair) and benefit from the Goods and Services supplied under this Purchase Order.

“**Affiliate**” shall mean, with respect to a party, any other person or entity directly or indirectly controlling, controlled by or under common control with such party; where “control” means the possession, directly or indirectly, of the power to either (i) elect a majority of the directors of such party, person or entity, or (ii) direct or cause the direction of the

(d) Environmental, Health and Safety and Other Requirements. Supplier shall be responsible for ensuring that in performing the On-Site Work, Supplier and its Personnel are properly trained under and comply with all Applicable Laws regarding health and safety and the environment, including all Applicable Laws relating to the generation, storage, handling, transportation, release, abatement or disposal of hazardous, dangerous, toxic or infectious goods, materials or substances, and any additional site, security and other Buyer requirements. Without limiting the generality of the foregoing, Supplier and its Personnel must successfully complete any safety orientation or other similar programs as Buyer may require before being allowed access to Buyer’s site. All tools, equipment, materials and procedures of Supplier and its Personnel shall comply with all Applicable Laws and additional Buyer requirements.

(e) Non-Compliance with Environmental, Health and Safety and Other Requirements. At Buyer’s request, Supplier shall promptly re-assign, replace or remove any of Supplier’s Personnel who, in Buyer’s sole opinion, are in non-compliance with the requirements of Section 14(d). In addition, if, in Buyer’s sole opinion, there is any non-compliance with Section 14(d), Buyer may immediately suspend performance of this Purchase Order pursuant to Section 11(c) until Buyer is satisfied that such non-compliance has been remedied. In such case, Supplier shall not be entitled to recover any additional expenses (including demobilization or reactivation) incurred by it, and the Delivery Date and Delivery Schedule shall not be extended.

(f) Collective Agreements. Supplier shall be aware of and familiar with all collective bargaining agreements which do or may pertain to or affect the On-Site Work or other work at the site. When using Buyer’s unionized workforce, if applicable, Supplier and its Personnel shall carry out the On-Site Work in accordance with the applicable provisions set forth in any collective bargaining agreements between Buyer and any applicable unions, provided that Buyer has given Supplier prior notice of the applicable provisions.

(g) Co-operation and Interference. Supplier and its Personnel shall co-operate and co-ordinate with Buyer’s employees and other Personnel and suppliers who may be performing other work on-site. Supplier and its Personnel shall perform the On-Site Work so as not to hinder, delay or interfere with Buyer’s operations, Personnel or suppliers. Supplier and its Personnel shall not remove or alter any part of the existing site structures, equipment or facilities without the prior consent of Buyer.

(h) Liens. Supplier shall: (i) indemnify, defend and save harmless Buyer from all liens or claims made with respect to the On-Site Work or the property on which the On-Site Work is performed; and (ii) keep such property free of all liens or claims arising from the performance of the On-Site Work.

(i) Supplier’s Personnel. If Buyer, acting reasonably, determines for any reason that any of Supplier’s Personnel is unqualified or otherwise unsatisfactory with respect to the performance of the On-Site Work, Supplier shall, promptly upon receipt of written notice from Buyer, reassign or replace such unqualified or unsatisfactory Personnel in a manner satisfactory to Buyer.

(j) Equipment. Unless otherwise specified in this Purchase Order, Supplier shall provide all equipment, tools, materials, consumables and other property required to perform the On-Site Work (“**Supplier’s Equipment**”). Supplier shall be responsible for meeting all import, export, freight and other requirements and for paying all costs associated with getting the Supplier’s Equipment to and from Buyer’s site.

15. CONFIDENTIALITY. Subject to Applicable Laws, this Purchase Order and all information furnished by Buyer or prepared for Buyer under this Purchase Order, in any form whatsoever, shall be treated by Supplier as confidential and shall not be disclosed to any person other than Supplier’s Personnel who have a need to know, or used by Supplier for any purpose other than performing its obligations under this Purchase Order, without the prior written consent of Buyer, such consent not to be unreasonably withheld. Supplier shall ensure that its Personnel comply

management or policies of such party, person or entity, whether through the ownership of securities or partnership or other ownership interest, by contract or otherwise.

18. INDEPENDENT CONTRACTOR.

(a) Relationship. The relationship of Supplier to Buyer shall be that of an independent contractor and not an employee, partner, joint venturer, fiduciary or agent. Supplier shall not enter into any contract or commitment in the name of or on behalf of Buyer or bind Buyer in any respect whatsoever.

(b) Personnel Obligations. If Supplier is providing Services, Supplier agrees that there are no employee-related or fringe benefits of any kind receivable from Buyer in connection with the performance of this Purchase Order. Supplier further agrees that: (i) with respect to those Personnel who are its employees, it is responsible for all aspects arising out of the employer-employee relationship between it and each such employee, including making contributions for employment insurance, Workers' Compensation, pension plans, employee income tax deductions (submitted directly to the government), insurance costs and other similar contributions and levies, and any overtime payments required to be made pursuant to Applicable Laws; and (ii) with respect to those Personnel who are its subcontractors, it is responsible for all aspects arising out of the contractual relationship between it and each such subcontractor. Supplier shall indemnify, defend and save harmless Buyer, its Affiliates and their respective Personnel from and against any and all liabilities assessed against, paid or incurred by Buyer, its Affiliates or their respective Personnel in connection with any employee-related or fringe benefits, contributions, levies, and other amounts payable to, or in respect of, Supplier's Personnel.

(c) Subcontracting. Supplier shall not subcontract performance of any of its obligations under this Purchase Order without the prior written consent of Buyer. Prior to any permitted subcontractor commencing performance of any obligations under this Purchase Order, Supplier shall obtain such subcontractor's written agreement to be bound by the provisions of this Purchase Order. No subcontracting by Supplier shall relieve Supplier of any of its obligations or liabilities under this Purchase Order.

(d) Immigration Requirements. Supplier shall be solely responsible for ensuring that it and each of its Personnel complies with all immigration requirements, and for obtaining all necessary permits to enable Supplier and its Personnel to perform its obligations under this Purchase Order.

19. BUYER REMEDIES. All rights and remedies of Buyer set forth in this Purchase Order, or existing at law or in equity, shall be cumulative and may be exercised concurrently.

20. LIABILITY AND INDEMNIFICATION. In addition to any other liabilities and indemnities provided for in this Purchase Order, each Party (the "**Indemnitor**") shall:

(a) be liable to the other Party, its Affiliates and their respective Personnel (the "**Indemnitees**") for any and all losses, costs, damages, expenses, charges, fines, penalties and other liabilities (including legal fees on a solicitor and client basis) (collectively, "**Losses**") which may be suffered, sustained, paid or incurred by the Indemnitees arising out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of the Indemnitor or any of its Personnel in the performance or non-performance of this Purchase Order; and

(b) indemnify, defend and save harmless the Indemnitees from and against any and all Losses and actions, causes of action, proceedings, claims, suits and demands (collectively, "**Claims**") which may be claimed, made or brought by any third party against the Indemnitees, or which any of them may suffer, sustain, pay or incur, arising out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of the Indemnitor or any of its Personnel in the performance or non-performance of this Purchase Order.

Notwithstanding the foregoing, Indemnitor's liability and indemnity obligations under this Section 20 shall not apply to the extent such Losses or Claims arise out of or in connection with any negligence, willful misconduct or non-compliance with Applicable Laws on the part of the Indemnitees.

21. LIMITATION OF LIABILITY. Neither party shall be liable to the other under this Purchase Order for any Losses of an indirect, incidental, contingent, special, consequential or punitive nature, including any losses of profit or anticipated business; provided that the foregoing shall not limit: any liability under Section 15, 16 or 20(b); any liability for Personnel not covered by Workers Compensation or equivalent insurance under Section 22(a)(i), if applicable; any liability to pay liquidated damages, if applicable; or any liability for gross negligence, willful misconduct or non-compliance with Applicable Laws.

22. INSURANCE REQUIREMENTS.

(a) Services. If Supplier is providing Services, with or without Goods, or Supplier is performing any On-Site Work, Supplier shall procure and maintain at its own expense appropriate insurance covering its obligations under this Purchase Order, including the following minimum insurance coverage:

- (i) Workers' Compensation or equivalent insurance, to the full extent required in the jurisdictions in which the Services or On-Site Work are being performed and wherever the contracts of employment for Supplier's employees are made or expressed to be made;
- (ii) if Supplier is a United States resident, Employers' Liability Insurance (including Occupational Disease) in an amount of not less than Two Million (\$2,000,000) Dollars and including Buyer and its Personnel as additional insureds;
- (iii) Automobile Liability Insurance covering all motor vehicles owned, operated or licensed by Supplier with a bodily injury, death and property damage limit of not less than Two Million (\$2,000,000) Dollars inclusive;
- (iv) Comprehensive/Commercial General Liability Insurance with a bodily injury, death and property damage limit of not less than Five Million (\$5,000,000) Dollars inclusive and including Buyer and its Personnel as additional insureds; and, without restricting the generality of the foregoing, including extensions known as: Cross Liability; Blanket Contractual; Products and Completed Operations; Personal Injury; Non-Owned Automobile Liability; if Supplier is a Canadian resident, Contingent Employers' Liability; if Supplier is operating in Alberta, Forest and Prairie Fire Fighting costs for a sub-limit of not less than Five Hundred Thousand (\$500,000) Dollars; and if Supplier is a United States resident, Company Owners' and Contractors' Protective; and
- (v) All Risk Property Insurance covering all risks of physical loss or damage to property of every description owned by Supplier or for which Supplier is legally liable or responsible, for an amount not less than the replacement value of such property, and providing a waiver of subrogation against Buyer and all persons with whom Buyer may be participating.

(b) Supply of Goods. If Supplier is supplying Goods only, without any Services or On-Site Work, Supplier shall procure and maintain, at its own expense, Products Liability Insurance with a bodily injury, death and property damage limit of not less than Two Million (\$2,000,000) Dollars inclusive.

(c) Policy Requirements. All policies of insurance required by this Section 22 shall: (i) be placed with insurers having an A.M. Best rating of not less than A-; (ii) contain a provision that the insurance thereunder will be primary and will not call into contribution any other insurance

available to Buyer; and (iii) provide thirty (30) days' written notice of material change or cancellation to Buyer.

(d) **Certificates and Renewals.** Within ten (10) days after accepting this Purchase Order or prior to commencing any On-Site Work (whichever is earlier), and thereafter, within five (5) days after a request by Buyer, Supplier shall provide Buyer with: (i) a certificate from the appropriate Workers' Compensation Board or Commission, if applicable, showing that Supplier has registered and is in good standing with such Board or Commission; and (ii) a Certificate of Insurance evidencing compliance with the other provisions of this Section 22. Supplier shall provide Buyer with evidence of renewal of all insurance policies within thirty (30) days after the date on which the applicable policy must be renewed.

23. DISPUTE RESOLUTION. Any disputes arising out of this Purchase Order that cannot be resolved at the operating level shall be resolved as follows:

(a) Upon written request by either party, each party shall promptly refer the dispute to its senior representative with authority to resolve the dispute. The senior representatives shall promptly meet and attempt, in good faith and with reasonable diligence, to resolve the dispute.

(b) If the senior representatives have not resolved the dispute within ten (10) Business Days (defined below), then either party may, upon notice to the other party, submit the dispute to binding arbitration in accordance with the Arbitration Act of the Province in which the Buyer Address is located, except as such Act is modified in this Section 23(b). The arbitration shall be conducted by a single arbitrator in a city of Buyer's choice in the Province in which the Buyer Address is located, unless otherwise agreed to by the parties. The arbitration shall be administered by the Canadian Foundation for Dispute Resolution in accordance with its "Commercial Arbitration Rules" (the "**Rules**"), which shall prevail over the Arbitration Act, as modified by this Section 23(b), to the extent of any conflict. The arbitrator shall be independent, shall be qualified by education and experience to determine the matter in dispute, and shall maintain in strict confidence all documents, transcripts and information disclosed by or on behalf of the parties. The arbitration shall be the exclusive forum for resolution of the dispute in question. The arbitration award shall be final and binding on the parties and shall not be subject to appeal. Notwithstanding the foregoing, the parties may apply to a court of competent jurisdiction: (i) for such relief as may be necessary to assist the arbitration process or to ensure that the arbitration is carried out in accordance with this Section 23(b) in a manner which is not manifestly unfair or unequal in its treatment of the parties; (ii) for an interlocutory order for the immediate performance or cessation of conduct; (iii) to enter judgment upon the award; or (iv) for judicial recognition of the award or an order of enforcement thereof.

Notwithstanding any disputes arising out of this Purchase Order, or any activities being conducted pursuant to this Section 23, Supplier shall diligently proceed with performance of this Purchase Order.

"**Business Day**" shall mean a day other than a Saturday, a Sunday or a statutory holiday in the Province in which the Buyer Address is located.

24. GOVERNING LAWS AND JURISDICTION. This Purchase Order shall be governed by, construed and enforced in accordance with the laws of the Province in which the Buyer Address is located. Subject to Section 23, each party submits and attorns to the exclusive jurisdiction of the courts of such Province and all courts of appeal therefrom for all matters arising out of this Purchase Order.

25. ASSIGNMENT. Supplier shall not assign this Purchase Order without Buyer's prior written consent, such consent not to be unreasonably withheld.

26. FORCE MAJEURE. Notwithstanding any other provision of this Purchase Order, if either Party is wholly or partly unable to perform its obligations under this Purchase Order by reason of any event beyond its reasonable control (an "**Event of Force Majeure**"), such party shall be relieved of such obligations to the extent, and for the period, that it is affected by the Event of Force Majeure; provided that the affected party

gives the other party prompt notice of such inability and the nature, cause and expected duration of the Event of Force Majeure. An Event of Force Majeure may include, but not necessarily be limited to, fire, flood, earthquake, civil disturbance, war rationing, embargoes, strikes or lockouts, acts of God, or acts of government; but shall not include a lack of finances of either party, a strike or lockout of any Personnel of Supplier or its Affiliates, any failure of equipment of Supplier or its Personnel, or any delay of Supplier or its Personnel in obtaining any Goods or materials for any Goods required to be delivered to Buyer under this Purchase Order. The party affected by the Event of Force Majeure shall use all reasonable efforts (having regard to Good Industry Practices) to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform; provided that there shall be no obligation on the affected party to settle labor disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction. The affected party shall give prompt notice to the other party of cessation of the Event of Force Majeure.

27. NOTICES. Any demand, notice or other communication ("**Notice**") required or permitted to be given by either party to the other in connection with this Purchase Order shall be given in writing by personal delivery, courier service, facsimile transmission or email (with proof of delivery and read receipt) addressed to the contact person of the applicable party and delivered to the Supplier Address or Buyer Address (as the case may be), or to Supplier's or Buyer's facsimile number or email address (as the case may be), as set forth on the face of this Purchase Order. A party may from time to time change its contact person, address or facsimile number by Notice to the other party. All Notices shall be deemed given when delivered in person or by courier service, or on the next Business Day (defined in Section 23) after being sent by facsimile transmission or email.

28. WAIVER. No failure on the part of either Party in exercising any right or remedy under this Purchase Order shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy in law or in equity or by statute or otherwise conferred. A waiver by or on behalf of a Party of any breach of this Purchase Order shall not be binding upon such Party unless it is expressed in writing and duly executed that Party or signed by its duly authorized representatives. Such waiver shall not operate as a waiver of any future breach, whether of a like or different character except to the extent specifically provided in such waiver.

29. SEVERABILITY. If any provision of this Purchase Order is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

30. SUCCESSORS AND ASSIGNS. This Purchase Order shall enure to the benefit of and be binding upon the heirs, executors, administrators, legal personal representatives, successors and permitted assigns of Supplier and the successors and permitted assigns of Buyer.