

STANDARD TERMS FOR PURCHASES (Canada)

In these Standard Terms for Purchases, the term “Buyer” shall refer to the party named as buyer or purchaser in the contract document and/or purchase order generated by the Buyer (the “Standard Terms”).

A. CONTROLLING DOCUMENTS, THE CONTRACT. These Standard Terms are incorporated and made part of the “Contract”, which consists of: (a) the contract document and/or purchase order or equipment purchase contract generated by Buyer (the purchase order and the equipment purchase contract are collectively referred to as the “PO”) identifying the parties and containing key business terms (the “Contract Document”), (b) these Standard Terms, and (c) any other attachments identified in the Contract. Provisions of and attachments to the Contract or PO will prevail over these Standard Terms to the extent any clear conflicts exist between or among them. Supplier’s quotation or proposal is made a part of this Contract only to the extent of specifying the nature and description of the products or services described in the Contract (the “Products/Services” or “Products” or “Services”, as the case may be). By accepting this order, Supplier agrees that Contract inclusive of these Standard Terms are the only applicable terms and conditions. Supplier expressly waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to or conflict with those contained herein and all such different, conflicting, or additional terms and conditions are rejected and shall be null and void. Unless all parties specifically agree in writing, conflicting terms and conditions in any document generated by Supplier will be disregarded in favor of this Contract. **SUPPLIER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.** Notwithstanding anything to the contrary, the Contract shall be deemed to have been duly accepted by the Supplier if the Supplier delivers or provides the Products/Services to Buyer. Subject to Section C below, this Contract can only be amended by an instrument in writing signed by both parties.

B. AVAILABILITY. Supplier represents and agrees that it will timely provide the Products/Services in commercially reasonable quantities as specified by Buyer and that time is of the essence in its performance.

C. CHANGES. Buyer may, by written change order, request changes in specifications or drawings of, or increase or decrease the quantities of, Products/Services originally ordered. Buyer may also change delivery schedules or direct the temporary suspension of scheduled shipments. If any such changes require changes to design, fabrication methods, alters the amount due or delivery schedules, then Supplier must immediately notify Buyer in writing, so that Buyer can decide whether to proceed with the requested change and also so that Buyer and Supplier can mutually agree on revised costs and/or performance schedules. Any claim for revised costs and/or performance schedules shall be deemed waived by Supplier unless asserted in writing within five (5) days of receipt of the change order or other formal notification from Buyer. Supplier shall have no right to suspend or delay its performance under the Contract while Buyer is reviewing Supplier’s request for revised costs and/or performance schedules, or if Buyer fails to approve any such requests. Supplier agrees that suspension of performance or delay by Supplier under such circumstances shall be considered a material breach of the Contract by Supplier.

D. PRICING & SALES TAXES. The price for the Products/Services will, unless otherwise expressly stated, be in Canadian currency, exclude all taxes, duties, broker’s fees and freight of any kind which either party may be required to pay with respect to the sale of the Products/Services, but shall include all charges for packing and loading. Any taxes, freight and duty shall be shown as separate items on invoices. Payments shall be made in accordance with the applicable provisions of the PO. If Supplier provides lower prices to any of its other customers buying equivalent or lesser quantities of Products/Services it will notify Buyer, lower the prices under this Contract to the lowest prices charged to such other customers, and issue a refund or credit for the difference between prices previously charged to Buyer and such lowest prices charged to such other customers.

E. PAYMENT TERMS; AUDIT RIGHTS. Buyer’s obligation to pay invoices is conditional upon receipt and acceptance of conforming Products/Services. Subject to the foregoing and unless provided otherwise in the Contract, Buyer will pay within 60 days of receipt of a correct and accurate invoice. Payment for the Products and/or Services does not limit Buyer’s rights under this Contract. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with the process control requirements of Section 404 of the Sarbanes-Oxley Act of 2002. Supplier’s records pertaining to the performance of this Contract may be subject, after reasonable notice and during normal business hours, to inspection and audit by Buyer. Supplier will preserve and make available such records for two (2) years from the later of the conclusion of the term or the final payment under the Contract.

F. INSPECTION & DRAWINGS. Buyer will be given a reasonable opportunity to inspect Products and work and Services completed for physical damage, visible defect, packaging integrity problems, shortage and conformity with specifications and any other applicable acceptance criteria. Unless otherwise agreed in the Contract Document, if Products or Services do not conform to the agreed specifications, do not meet acceptance criteria, or are otherwise defective, Buyer will notify Supplier and offer Supplier a reasonable opportunity to remedy (not to exceed five (5) business days). In addition to any other remedies Buyer may have, Buyer may, at its sole election, either return non-conforming Product to Supplier at Supplier’s expense and receive a refund of the purchase price paid for such Product(s) or, at Buyer’s option, Buyer can offset the purchase price and any other amounts owed to Buyer by Supplier for such Products against any amount owing to Supplier. If Buyer elects to return the Product, it will not be deemed to have waived any other remedies that may be available hereunder or at law or at equity. Buyer’s review of drawings does not constitute approval and will not relieve Supplier of responsibility for compliance with all specifications, laws, codes or regulations as applicable.

G. RIGHT TO REMEDY. If the Supplier does not timely modify, adjust, repair or replace defective or inadequate Products/Services within five (5) business days written notice of such defect/inadequacy, or if it is impractical for Buyer to have the replacement Product or remedial Services performed by the Supplier, then Buyer, after notice to the Supplier, may at its option and without prejudice to any other rights or remedies which may be available to it, make or cause to be made such modification, adjustment, repair or replacement, in which case the Supplier will reimburse Buyer for its actual costs or, at Buyer’s option, Buyer can offset the cost against any amount owing to Supplier.

H. TITLE & RISK OF LOSS, SHIPPING, PLASTIC. Unless otherwise specified in the Contract, title to any Products sold under this Contract and risk of loss will pass to Buyer when shipments are received by Buyer at the specified delivery point (FCA Destination – Incoterms 2020). For greater certainty, when the place of delivery specified in a PO is at a Site occupied by Buyer, the “time of delivery” shall be: (i) if the Products are delivered by rail, at the time such Products are tendered at the Site gate, with Supplier being responsible for tendering such Products at the Site gate; (ii) if the Products are delivered by tanker truck, at the time the hose valve of the receiving flange designated by

Buyer is opened, with Supplier being responsible for (x) connecting and removing the hose between the tanker truck and the receiving tank designated by Buyer, and (y) activating, overseeing and supervising the pumping of such Products into such receiving tank; and (iii) if the Products are not delivered by rail or by tanker truck, at the time such Products are fully unloaded onto the receiving dock designated by Buyer, and accepted by Buyer, with Supplier being responsible for the unloading of such Products onto the receiving dock designated by Buyer unless the PO provides otherwise. Supplier agrees to complete shipment of the Products or the delivery of the Services no later than the agreed upon shipment or delivery date. Unless otherwise specified in the Contract, Supplier shall, where applicable, obtain at its own risk and expense any export and import license(s) and other required authorization(s) and carry out all customs formalities necessary for the export of the Products, for their transport through any country, and for their import into Canada. Supplier will suitably pack, mark and ship materials in accordance with Buyer's instructions and in accordance with governing laws and regulations, and, if so instructed by Buyer, will meet the transportation requirements of common carriers to secure the lowest transportation costs. Supplier is obligated to ship all of its components for Products without plastic or styrofoam packaging. Any exceptions must be requested by Supplier and agreed upon by Buyer in writing in advance of shipment(s) being made.

I. QUALITY & WARRANTY.

1. **Warranty.** Supplier represents, warrants and covenants that, for a period of no less than (i) twelve (12) months from the date upon which the Products are put into use or the Services are finished being performed, or from the date when the agreed performance guarantees have been achieved, or (ii) eighteen (18) months from the last main delivery of Products, whichever occurs later (the "Warranty Period"), that (A) the Services (including any deliverables) and the Products will conform to the design, specifications, performance requirements and description set out in the applicable Contract Document and to the other conditions set out in this Contract; (B) Products will be (i) consistent with or greater than prevailing industry standards of quality, (ii) appropriate for any specified application, including Buyer's specific application if known by Supplier, and (iii) free from defects in design, material and workmanship; and (C) Services will be (i) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (ii) appropriate for any specified application, (iii) free from defects. Supplier warrants to Buyer that the Products are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that Buyer would not have bought it or paid so high a price if he had been aware of them. All deliverables are subject to acceptance by Buyer and may be rejected by Buyer, within a reasonable period after completion and delivery, if they are not as ordered or do not meet all conditions specified in this Contract. Acceptance does not limit Buyer's rights under this Contract.

2. **Performance Guarantee Clarification.** For the purpose of determining whether Products/Services are defective or deficient (including but not limited to resulting from faulty design, material and/or workmanship), agreed upon performance guarantees are not deemed achieved until the defect or deficiency is remedied and the Products/Services are performing per the agreed specifications for continued periods of time.

3. **Safety and Regulatory Requirements.** The Products/Services supplied by Supplier shall meet all Federal and Provincial safety and workers compensation requirements and shall otherwise be fully compliant with applicable laws and regulations. Any electrical panels, controls, or devices supplied with the Products must display a CSA or other approved independent testing lab label to meet applicable Federal, Provincial and local laws. Product design DBA ratings must also be provided. The noise level emitted by the Products while in operation must be below or equal to 85 dB at 1 meter.

4. **Replacement of Products.** In addition to any other remedies provided for in the Contract, if Products do not comply with the warranty set forth in Section I.1 above or those in the applicable PO, or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials, equipment, and labor, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part or component.

5. **Rework of Services.** In addition to any other remedies provided for in the Contract, if the Services do not comply with the warranty set forth in Section I.1 above or those in the applicable PO, during the Warranty Period, Supplier will re-perform the Services, without cost of any kind to Buyer.

6. **Technical Support.** During the Warranty Period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents. During the useful life of the Products, reasonable telephone support during normal business hours is included in the purchase price.

7. **CFPOA Compliance.** Supplier further warrants that it is in full compliance with the provisions of the Corruption of Foreign Public Officials Act 1998 (as may be amended from time to time) and any rules or regulations promulgated thereunder. When goods purchased hereunder are to be manufactured or produced outside Canada, Supplier shall furnish at Buyer's request documents stating the names and addresses of the foreign manufacturers or producers, and containing written assurances of compliance with the applicable Canadian standards.

J. REPRESENTATIONS. Supplier represents and warrants that: (a) it has full power and authority to enter into this Contract and perform its obligations; (b) this Contract is a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) the signing and delivery of this Contract by the Supplier and the performance by the Supplier of all of the Supplier's obligations under this Contract will not: (x) breach any contract to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; (y) violate any law, judgment, or order to which the Supplier is subject; or (z) require the consent, authorization, or approval of any person, including but not limited to any governmental body; and (d) it has good and marketable title to Products delivered to Buyer and that Products and Services will be free from all liens and encumbrances; (e) the Products/Services do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (f) if Services are provided, Supplier has assured that the employees or contractors providing Services are adequately skilled and experienced; and (g) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under this Contract.

K. MUTUAL INDEMNITY. Each party agrees to defend and indemnify the other, and its respective affiliates and its and their employees, officers, directors, agents, successors, and assigns, against any and all third-party claims such as damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable attorneys' and consultant fees, and expert fees) (collectively, "Claims") arising from: (a) a breach of representations or warranties made in the Contract; (b) bodily injury and property damage directly arising out of and resulting from the failure of the Products/Services to meet the Specifications as provided in the Contract; (c) a party's

own negligence or misconduct; and (d) in the case of Supplier, claims for product liability, including claims for strict liability. A party seeking indemnification will promptly notify the other of such claim. Neither party will be liable to the other for consequential or indirect damages, including loss of profits or loss of revenue; provided, however, that nothing contained herein shall in any way exclude or limit: (a) a party's liability for any and all damages arising out of that party's grossly negligent or intentional acts or omissions; (b) liability for any and all direct damages which may fairly and reasonably be considered naturally from a breach; (c) a party's liability for a breach of its confidentiality obligations; (d) the operation of any warranty of Supplier as may be provided in this Contract or in a PO; or, (e) a party's liability for all costs and damages arising from a party's obligation to defend and indemnify the other party in connection with a third party claim. Any limitation of Supplier's obligations hereunder, either by provisions of Supplier's delivery slips or other instruments shall be void.

L. INTELLECTUAL PROPERTY. Supplier will indemnify and hold harmless Buyer, its affiliates and its and their employees, officers, directors, agents, successors, and assigns (collectively, "Buyer Indemnified Parties") from any Claims arising out of any charge that the manufacture or sale of any Products or Services, or the use thereof, by a Buyer Indemnified Party or its customers constitutes an infringement of any patent, copyright, moral right, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which Buyer both provided and controlled the detailed design of such Product. If because of infringement claims any Buyer Indemnified Party's use of Products or Services provided by Supplier is enjoined, Supplier will, at its own expense, either procure for the Buyer Indemnified Party the right to continue using the Products or Services or, after consulting with Buyer and obtaining Buyer's consent, replace or modify the Products or Services with substantially similar and functionally equivalent non-infringing Products or Services. If neither of the foregoing options are available, Buyer may return the affected Products and receive a full refund of all amounts paid for the Products or Services.

M. DISPUTE RESOLUTION AND APPLICABLE LAW. If disputes arise under this Contract, the parties will first attempt to settle them through good faith negotiations under this process: (a) the initiating party will present a written explanation of the nature of the grievance and remedy requested; (b) within 10 business days after receiving such a statement, the other party will respond by granting the requested remedy, counter proposing a different remedy, or explaining why the grievance does not justify any remedy; (c) if the matter is not settled within 10 days after the response is received, either party may request nonbinding mediation before an impartial, mutually acceptable mediator, with each party paying half the mediator's fees and the mediator choosing the mediation venue. Unless otherwise agreed, the mediator must have at least five (5) years of experience mediating commercial disputes. Only if the parties are unable to reach a settlement through this mediation process may suit be filed, unless urgent interlocutory proceedings are required. The interpretation of this Contract and any rights of all parties hereunder will be governed by the laws of the province where the sale of the Products/Services takes place (the "Province"). Any proceedings taken by Buyer may be taken in the Province and Supplier agrees to the jurisdiction of the Courts of the Province. All available remedies are cumulative and may be exercised singularly or concurrently. Nothing in this Contract shall be construed as limiting a party's rights to remedy of specific performance and to preliminary, provisional, interim, temporary, interlocutory and permanent injunctive relief.

N. SUCCESSORS, ASSIGNS, SUBCONTRACTORS AND SECURITY INTERESTS. Supplier may not assign this Contract without written consent of Buyer. Buyer may assign or transfer all or any of its rights, interests or obligations under this Contract without the prior written consent of Supplier to any person and, if such person agrees to be bound by this Contract and assume the assigned obligations in respect of this Contract, Buyer will be released from all of its obligations to the extent arising on or after the effective date of the assignment. Supplier will not, without prior written consent of Buyer, add or change any sub-supplier, subcontractor or place of origin of the Products/Services. Supplier remains fully responsible for the conduct of any contractors, consultants or other agents it may hire to assist in performing this Contract. Supplier covenants that it will not register or amend a financing statement naming Buyer as the debtor or any other form of notice in the applicable Personal Property Registry without either a signed security agreement or other written approval from Buyer in advance. The collateral description will be specific and accurate. If the description includes an item that is not collateral or does not describe the collateral with sufficient precision to allow a reasonable person to readily identify the collateral, then the Supplier will immediately on demand by Buyer amend or discharge the registration to reflect the terms of the Contract.

O. COMPLIANCE. Supplier will inform itself of and will comply with all federal and provincial laws, codes, regulations, ordinances, permits and orders that are applicable to performing this Contract, including without limitation the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (the "Act"), and any foreign equivalent, to the extent applicable. No Products supplied to Buyer will be produced in whole or in part by child labour, forced labour or any other compulsory labour. All workers who work in the production of goods supplied to Buyer are of at least the legal minimum age based upon applicable laws. Children under 18 must not perform hazardous work that may jeopardize their health or safety. Buyer reserves the right to engage an independent third party to audit compliance with this provision. In the event of non-compliance, Supplier shall remediate and pay the costs of the audit. For the purposes of this Contract, "child labour" and "forced labour" shall have the meanings ascribed to such terms in the Act.

P. WAIVER OF LIENS. Supplier hereby waives the right to a construction or builders' lien or legal hypothec pursuant to applicable legislation in the Province (including, without limitation, Section 2726 of the Civil Code of Québec), or claim or right of such lien or legal hypothec which now exists or might otherwise arise because of the Products/Services provided or to be provided under this Contract. In the event that any such liens or legal hypothec are filed by sub-suppliers or subcontractors to Supplier, Supplier agrees to remove same by posting a bond or otherwise, and shall indemnify and save harmless the Buyer Indemnified Parties from all costs and expenses, including reasonable attorneys' fees, incurred by the Buyer Indemnified Parties in connection therewith. Buyer reserves the right to pay any of said sub-suppliers or subcontractors directly and offset said amount against any amount otherwise owing to Supplier. Supplier may be required to execute a release of lien or legal hypothec and obtain a similar release of lien or legal hypothec from its sub-suppliers and subcontractors, if any, as a condition precedent to release of any progress or final payment, as applicable.

Q. HAZARDOUS MATERIALS; MSDS. If applicable, Supplier will provide each Buyer facility to which Products/Services are delivered (each a "Site") with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Products/Services which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials (collectively, "Materials"), Supplier assumes responsibility and will indemnify, defend and hold harmless the Buyer Indemnified Parties from and against any and all Claims arising out of Supplier's use (including the unloading, discharge, storage, handling, or disposal of any chemical or container therefore) of such Materials and for Supplier's noncompliance with any related laws or regulations. At Buyer's request, Supplier shall forward to Buyer all relevant information with respect to the environmental impact of Products and/or Services acquired by Supplier pursuant to this Contract including without limitation any risks and hazards imposed by such Products and/or Services. Supplier further represents and warrants



that the Products are free of perfluoralkylated compounds (PFASs), including perfluorooctanic acid (PFOA), perfluorooctane sulfonate (PFOS) and GenX compounds, and any other substances which are harmful to end users of the Products, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity. Supplier agrees to annually provide to Buyer a written certification that the Products are free of any PFAS compounds and any other substances which are harmful to end users of the Products, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity.

R. ON PREMISES SAFETY AND OTHER REQUIREMENTS; DRUG & ALCOHOL POLICY. If Supplier provides Services at a Site, Supplier acknowledges that those premises are used for operational or industrial applications and maintained only to standards required for such use. Supplier will become familiar with the Site's safety rules to avoid injury to person or property. It is Supplier's responsibility to provide, at its own expense, all necessary and adequate personal protective equipment ("PPE") for its employees/subcontractors ("Supplier's Personnel"). However, in the event that Supplier's Personnel uses PPE provided by Buyer, Supplier will indemnify and hold the Buyer Indemnified Parties harmless against any and all claims for loss, damages, liability, or other expenses of any nature, character, and kind related to or caused by the use or misuse of such PPE. Upon completion of Services, Supplier will remove all excess materials, equipment and rubbish and leave the Site in a clean condition. Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any mind-altering or intoxicating liquors or drugs.

Supplier acknowledges Buyer's desire to maximize energy efficiency and agrees to take this into consideration in performing its obligations under this Contract. Supplier agrees to use commercially reasonable efforts to utilize the best energy practices and technologies relating to Supplier's industry, to demonstrate energy conservation in its processes and to supply energy efficient equipment and services.

In performing the Services and when on a Site or other premises of Buyer, Supplier shall at all times comply, and shall ensure that Supplier's Personnel comply, with Buyer's policies, procedures and instructions relating to IT, cybersecurity, privacy and acceptable use, including, without limitation, with respect to access by Supplier and Supplier's Personnel to Buyer's Internet, servers or Wi-Fi using personal mobile devices or other electronic devices.

Supplier will utilize personnel who have been properly trained and certified for the services they are providing according to the National Commission for the Certification of Crane Operators (NCCCO), Crane Institute Certifications (CIC), International Union of Operating Engineers Certification Program (OECP) or the National Center for Construction Education and Research (NCCER). Supplier will complete the required lift plan utilizing either a person qualified to develop lift plans or a licensed engineer as required.

S. CONFIDENTIALITY. All information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of Products/Services sold under this Contract, will be held in strict confidence and not communicated to any other party, except as required by law or auditors and to professional advisors, and as needed to Supplier's representatives in performing this Contract; provided that such representatives agree to be bound by a nondisclosure agreement no less stringent than the obligations in this section. For five (5) years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (iii) is subsequently disclosed to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

T. INSURANCE. If Supplier is selling Products, it will insure the Products for all risks until received at the point of delivery. If Supplier works at a Site, prior to commencing work or Services, Supplier will obtain and maintain for the entire duration of this Contract the following insurance coverages (Buyer may require higher limits for a particular PO or supplier category) on its operations under this Contract: (a) Commercial General Liability (occurrence form) ("CGL"), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability, with minimum limits of \$5,000,000 per occurrence; (b) Comprehensive Automobile Liability (if applicable) covering owned, leased or scheduled vehicles with minimum limits of \$2,000,000 per person and \$2,000,000 per accident for bodily injury and \$2,000,000 third party property damage or combined single limit of \$2,000,000; (c) Workers' Compensation or Industrial Accident insurance providing benefits as required by law; and (d) Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. Nothing in this Section is to be construed as limiting Supplier's liability for the payment of damages resulting from the sale of Products or the performance of services pursuant to the applicable PO.

If any work or Services is performed at a Site, Buyer will be designated as an Additional Insured to the CGL evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance, and the Additional Insured endorsement will be applicable to Supplier's "operations" for Buyer. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide Buyer with a Certificate of Insurance and endorsements or policy forms evidencing compliance with the above requirements prior to commencing any work or Services at a Site. Supplier will require its insurance carrier(s) to give Buyer at least 30 days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against Buyer and its affiliates. Supplier acknowledges that this waiver was mutually negotiated. All insurance of Buyer and its affiliates will be in addition to and in excess of any insurance provided by Supplier or subcontractors. Supplier will ensure that its subcontractors that will be on Site have insurance coverage and endorsements consistent with the above.

U. FORCE MAJEURE. Neither party will be liable to the other for damages for failure to carry out this Contract in whole or in part when the failure is due to strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Regardless, if Supplier is unable to timely honor the Contract, in addition

to Buyer's rights to terminate this Contract and any related PO, Buyer will also be entitled to seek Products/Services from another vendor without penalty and those Products/Services will count towards any volume requirements that Buyer has committed to purchase. Alternatively, at its sole election, Buyer may terminate this Contract. Unless excused per this Section U, if Buyer must acquire Products/Services from another supplier on an emergency basis because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse Buyer for all commercially reasonable additional costs and expenses incurred to obtain the Products/Services.

V. RIGHT TO TERMINATE. If the project or program for which Products/Services are ordered is cancelled, substantially modified, or delayed, Buyer may modify or terminate the applicable PO or this Contract, as applicable, by written notice as to all or any part of the Products/Services not delivered prior to receipt by Supplier of the notice. As to Products and/or Services which are standard manufactured items, Buyer's only obligation shall be to pay for Products/Services delivered to Buyer prior to receipt of the notice of termination. As to Products/Services specially manufactured for Buyer, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by Buyer. Upon such termination, Buyer will pay reasonable costs incurred by Supplier directly connected with the PO or this Contract, including costs and cancellation charges actually incurred by Supplier under subcontracts. Such payment shall not exceed the total price of the order, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to Products/Services or any portion thereof shall pass to Buyer.

W. DEFAULT. A party will be in default under this Contract if it: (a) fails to cure a breach, including any failure to timely pay an undisputed invoice, within 10 business days of receipt of written notice of breach; (b) is adjudicated bankrupt, files for reorganization, becomes insolvent, or if a receiver is appointed for it, and fails to provide security satisfactory to the other party to guarantee all sums then owed to the other party and likely to become owed if this Contract is not terminated; or (c) ceases to operate its business. In addition to any other available remedies, the non-defaulting party may immediately terminate this Contract without liability by written notice to the defaulting party. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice. Buyer's failure to require strict performance in any instance will not constitute a waiver of that term.

X. EFFECT OF TERMINATION. Upon termination or expiration of this Contract, all outstanding PO's and Contract Documents will automatically be terminated. Termination of this Contract or any PO or expiration of this Contract does not release either party from any liability that, at the time of termination or expiration, has already accrued to the other party or that may accrue in respect of any act or omission prior to such termination or expiration. Such termination or expiration will not affect in any way the survival of any right, duty or obligation that is expressly stated in this Contract to survive termination or expiration or that by its nature should survive such termination or expiration. .

Y. NOTICES. Supplier and Buyer agree that all notices, requests, demands and other communications required by the Contract must be in writing and be delivered to the parties at the addresses as set forth on the first page of the Contract or PO document or any other address that a party may designate by written notice to the other party. Notices are considered delivered upon actual receipt if delivered personally or by fax, electronic mail or an overnight delivery service, or at the end of the third business day after the date of deposit to Canada Post mail, postage pre-paid, certified, return receipt requested.

Z. RELATIONSHIP OF THE PARTIES. Supplier's engagement under this Contract is not exclusive. Nothing in this Contract is intended to create an employment, agency, partnership, joint venture or similar relationship between the parties. Nothing in this Contract is intended to create any relationship between Buyer and any employee of Supplier or any of Supplier's representatives or their employees. None of those employees or representatives will be considered an employee of Buyer nor will any of them or Supplier be entitled to any of the pension, stock option, medical care, vacation, sick leave or other benefits provided to Buyer's regular employees. Neither party has the authority to bind the other party or represent to any person that the party is an agent or mandatary of the other party.

AA. CONTRACT INTERPRETATION. The parties to this Contract represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. No waiver will be binding on Buyer unless it is in writing and signed by Buyer. Buyer's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

BB. FACSIMILE, ELECTRONIC SIGNATURES. A facsimile or a .pdf of a signature shall have the same force and effect as an original signature.

CC. WITHHOLDING. If a PO includes the requirements of Supplier to provide installation supervision, start-up, training, performance testing or any other services and if Supplier is a non-resident of Canada, then Buyer is required to deduct a fifteen percent (15%) withholding under Regulation 105 of the Income Tax Act (Canada) from each payment for such services and to remit such amount(s) withheld to the Canada Revenue Agency. Buyer will, before the end of February of the year following the year of payment, forward to Supplier certificate T4A-NR summarizing the amounts withheld. Buyer is not required to withhold on the reimbursement of receipted travel expenses, the purchase of equipment, or for services Supplier renders in Suppliers' country of residence, therefore, these charges must be separately detailed on invoices.

DD. DISTINCT ENTITIES. Any reference to Buyer in this Contract shall be construed as a reference to the appropriate entity. For greater certainty, and without limitation, to the extent one Buyer entity enters into a Contract or issues a PO, or is responsible for the performance of an obligation under this Contract, the other Buyer entities shall not guarantee or be liable for the payment of any amount due and payable under such PO or Contract or for the performance of any obligation of such Buyer entity under this Contract.