



NON MSA PURCHASE ORDER (PO) OR SERVICE RELEASE ORDER (SRO) **STANDARD TERMS AND CONDITIONS**

These terms and conditions shall apply to the purchase of Goods under Purchase Order ("PO") and the purchase of Services under Service Release Order ("SRO") issued by NorthRiver as follows:

- Sections 1, 2 and 4 shall apply to purchases of Goods, including Goods which are provided by Supplier in connection with what is otherwise a contract for Services by NorthRiver.
- Sections 1, 3 and 4 shall apply to purchases of Services, including Services which are provided by Supplier in connection with what is otherwise a purchase of Goods by NorthRiver.

1. DEFINITIONS

"Agreement" means the relevant PO or SRO issued by NorthRiver together with these terms and conditions.

"Change Order" means a formal written amendment to a PO or SRO prepared by NorthRiver and signed by both parties.

"Delivery Point" means the point at which Goods are to be delivered by Supplier to NorthRiver, as shown on the PO or as otherwise agreed to by the parties.

"Goods" means equipment, materials, supplies and other goods to be provided by Supplier to NorthRiver under this Agreement, as well as all specifications, instructions and installation, operating and maintenance manuals necessary for the installation, operation and maintenance of the Goods.

"Services" means all labour, work and other services to be provided by Supplier to NorthRiver under this Agreement.

"Supplier" means the party supplying the Goods or Services to NorthRiver as identified in the relevant PO or SRO.

2. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GOODS

2.1. WARRANTIES

2.1.1. Supplier shall provide the Goods to NorthRiver in accordance with the terms and conditions of this Agreement. Incoterms 2010, if set out elsewhere in the relevant PO, apply to this Agreement. In the event of any inconsistency between such Incoterms and the other terms and conditions of this Agreement, the other terms and conditions shall govern.

2.1.2. Supplier represents and warrants that the Goods supplied hereunder shall be of the kind and quality specified herein, free from fault in design, workmanship and material, shall be new and of good and merchantable quality and shall perform in accordance with the



specifications and drawings, if any, set out in this Agreement. All Goods shall at all times be subject to NorthRiver's inspection but neither NorthRiver's inspection nor failure to inspect shall relieve Supplier of any obligations hereunder. If any Goods fail to conform with specifications or drawings or are otherwise defective, NorthRiver may, in its sole discretion, reject all of the Goods purchased under this Agreement or any portion thereof, and they may be held or returned upon notice to Supplier to the Delivery Point and NorthRiver shall be entitled to a refund in full or at NorthRiver's option, Supplier shall promptly repair or replace same at Supplier's sole expense.

2.1.3. The warranties in this section 2.1 shall continue in full force and effect notwithstanding any termination of this Agreement by NorthRiver and shall extend for a period of:

- a) eighteen (18) months from the date of transfer of title of Goods, or
- b) twelve (12) months from the date of start-up of the Goods or start-up of the equipment into which the Goods are incorporated,

whichever period ends first.

2.1.4. Where Goods are repaired or replaced under the above warranties, such Goods shall be warranted for a new period of:

- a) eighteen (18) months from the date of completion of such repair or replacement, or
- b) twelve (12) months from the date of restart-up of the Goods or restart-up of the equipment into which the Goods are incorporated,

whichever period ends first.

2.1.5. Supplier shall bear all costs for repair or replacement of Goods under the above warranties.

2.2. TITLE

2.2.1. Supplier represents and warrants that NorthRiver shall receive clear and unencumbered title to the Goods supplied hereunder and that the Goods may be acquired, owned, held, used and disposed of by NorthRiver without infringing on any patent, industrial design, copyright or trademark whether foreign or domestic.

2.2.2. Title to each item included in the Goods shall pass to NorthRiver on the earlier of payment for such item and its delivery to the Delivery Point. Notwithstanding the foregoing, all Goods shall remain under the care, custody and control of Supplier and at the risk of Supplier until their acceptance by NorthRiver at the Delivery Point.

2.3. SURPLUS MATERIAL AND DISPOSITION

2.3.1. The Supplier shall be responsible for supplying the Goods as required by this Agreement in the quantities required for the project specified by NorthRiver (the "Project"). Where the estimation of such quantities is in excess of the actual required quantity, at the request of NorthRiver, the Supplier shall be responsible for the removal and return of excess Goods at the close of the Project. The Supplier will arrange collection and removal of excess Goods within thirty (30) days of the Project completion as notified by NorthRiver or at the written request of NorthRiver, whichever occurs sooner and will do so at its own cost. The



Supplier will reimburse NorthRiver the purchase price, equal to the invoiced price within seven (7) days of the excess Goods collected by the Supplier from the Project.

2.4. ASBESTOS

2.4.1. Supplier represents and warrants that all Goods shall, except as otherwise authorized by NorthRiver in writing, contain zero (0) percent asbestos.

2.5. CERTIFICATE OF ORIGIN

2.5.1. Supplier shall at Supplier's cost, prepare and issue to NorthRiver, Certificate(s) of Origin for Goods sold pursuant to the North American Free Trade Agreement, as amended or replaced from time to time ("NAFTA"), and shall provide copies of the issued Certificate of Origin to the customs administration of Supplier's and NorthRiver's home country upon request as well as provide all information requested by either customs administration in respect of the issued Certificate(s) of Origin. Supplier shall maintain records in respect of the Certificate of Origin for five (5) years or such longer period as required by law. Supplier shall otherwise comply with Supplier's obligations under NAFTA.

2.5.2. Supplier shall defend, indemnify and save NorthRiver harmless from and against all liability, loss and cost incurred for additional duties, tariffs and penalties imposed by either customs administration, resulting from the Certificate(s) of Origin furnished with respect to Goods being found to be incomplete, false or otherwise invalid in whole or in part, or arising out of a breach by Supplier of section 2.5.1. above. Supplier's indemnity herein shall extend to costs arising from any resulting redetermination or reassessment with respect to any of the Goods.

2.6. PACKAGING

2.6.1. Supplier shall ensure all Goods are packaged in such a manner to ensure the Goods are transported and delivered to NorthRiver without sustaining damage. If damage results and it is determined by NorthRiver, acting reasonably, that packaging was substandard for any particular delivery, replacement of damaged Goods will be at the cost of the Supplier. Large quantities of items such as boxes or individual items are to be consolidated and secured on pallets for handling. (For example, smaller boxes placed into a larger box or multiple items placed on a pallet and secured with straps, banding or stretch wrap as appropriate.)

2.7. TAGGING AND SHIPPING

2.7.1. Supplier shall place or affix the number of the relevant PO on all invoices, packing slips, packages, containers and related correspondence.

2.7.2. Supplier shall ship the Goods by the most economical manner and route unless otherwise specified or directed by NorthRiver.

2.7.3. If NorthRiver specifies or directs Supplier to ship the Goods in a specific manner or by a specific route and Supplier fails to do so, Supplier shall reimburse NorthRiver for any loss or extra expenses resulting from such failure.

2.7.4. Supplier shall be solely responsible for the shipment and delivery of "dangerous goods", as defined under the *Transportation of Dangerous Goods Act* (Canada), to the Delivery Point.

2.8. INSURANCE FOR THE PURCHASE OF GOODS

Supplier shall, at its own expense, obtain and maintain during the term of this Agreement, commercial general liability insurance of not less than five million (\$5,000,000.00) dollars per occurrence covering bodily injury, death and property damage, including products liability, which insurance shall include NorthRiver as an additional insured and provide a waiver of subrogation in NorthRiver's favour. This insurance shall be primary for all purposes, without right of contribution from any other insurance available to NorthRiver, and shall contain cross liability coverage via a separation of insureds clause.

3. **TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SERVICES**

3.1. PERFORMANCE

3.1.1. Supplier shall diligently and carefully perform the Services in strict accordance with this Agreement and shall furnish all labour, supervision, tools and equipment necessary therefore and, if directed by NorthRiver, shall provide all Goods required in connection with the Services.

3.1.2. Unless otherwise agreed to in writing by NorthRiver, Supplier shall immediately upon completion of the Services remove from NorthRiver's premises all of Supplier's equipment, surplus materials and debris and shall leave such premises in a tidy condition.

3.1.3. Title to all work product resulting from the Services shall pass to NorthRiver as such product is completed. Notwithstanding the foregoing, the Services and all work product shall remain at the risk of Supplier until completion of all the Services hereunder.

3.2. WARRANTY

3.2.1. Supplier represents and warrants to NorthRiver that:

- a) Supplier shall perform the Services in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by recognized firms in the industry performing Services of a similar nature;
- b) Supplier shall perform the Services in full compliance with all specifications, drawings and other documentation set out in this Agreement or otherwise agreed to by the parties;
- c) Supplier shall employ only competent and experienced personnel to perform the Services;
- d) all work product resulting from the Services shall be of the kind and quality specified herein, free from fault in design, workmanship and material.

- e) all equipment supplied or used by Supplier to perform the Services shall be modern, in good working condition and suitable for the satisfactory completion of the Services; and
 - f) Supplier shall comply and require its subcontractors and suppliers to comply, with policies and procedures that may be issued from time to time in writing by NorthRiver or its representative governing the conduct of such persons while on the site of the Services.
- 3.2.2. The above warranties shall continue in full force and effect notwithstanding any termination of this Agreement by NorthRiver and shall extend for a period of twelve (12) months after completion of the Services. Supplier shall, during such period, reperform all Services that were performed incorrectly or otherwise do not fully comply with the above warranties.
- 3.2.3. Where Services are reperformed under the above warranties, such Services shall be warranted for a new period of twelve (12) months from the date reperformance is completed.
- 3.2.4. Supplier shall bear all costs for reperformance of the Services under the above warranties.
- 3.2.5. Supplier, at NorthRiver's request, shall assign to NorthRiver the benefit of all warranties or similar obligations provided by any subcontractor or supplier. Supplier shall ensure that all warranties or similar obligations provided by a subcontractor or supplier are assignable to NorthRiver without the consent of the subcontractor or supplier.

3.3. INSURANCE FOR THE CONTRACT FOR SERVICES

- 3.3.1. Supplier shall provide to NorthRiver evidence of compliance with all statutory requirements in respect of Worker's Compensation coverage in the jurisdiction where the Services are to be performed.
- 3.3.2. Prior to commencement of the Services and at all times thereafter until the end of the warranty period prescribed herein, Supplier and each of its subcontractors, of every tier, shall provide and maintain in full force and effect, insurance coverage as described below with policies in form and substance acceptable to NorthRiver and with limits not less than those specified:

Commercial general liability insurance having a limit of at least five million (\$5,000,000.00) dollars per occurrence for bodily injury and property damage, including products and completed operations liability, blanket contractual liability, personal injury liability and broad form property damage (explosion, collapse and underground hazards (XCU) coverage if relevant to the scope of Services). A sudden and accidental pollution liability endorsement (Minimum IBC Form 2313) must be included under such policy for Services which involve transportation and/or delivery of dangerous goods (as such term is defined under the Transportation of Dangerous Goods Act in Canada) or excavation on NorthRiver's rights-of-way where shared with an oil pipeline or where the scope of Services could cause a unanticipated pollution event. Where the policy maintains a general aggregate limit, it shall be not less than twice the occurrence limit. Insurance meeting this requirement shall be provided on the most currently available version of the IBC CGL form with the appropriate IBC endorsements or equivalent. It is the Supplier's option to meet the required insurance limits by providing additional commercial umbrella



liability coverage following the form of commercial underlying CGL policy, such that the required insurance limits are met. Employer's Liability is required to have a minimum of one million (\$1,000,000.00) dollars per occurrence.

- a) **Business Automobile coverage** with a limit of not less than five million (\$5,000,000.00) dollars per accident. Coverage shall include any auto (whether owned, non-owned, or hired). It is the Supplier's option to meet the required insurance limits by providing additional commercial umbrella liability coverage following the form of commercial underlying Automobile policy, such that the required non-owned auto insurance limits are met.
- b) **For professional services** providing advice, design or services that typically required professional certification or licensing: If the Supplier's commercial general liability insurance excludes professional liability claims that could arise out of the scope of Services under this Agreement, Supplier shall then also carry Professional Liability insurance, with a limit of not less than one million (\$1,000,000.00) dollars per occurrence. For certain types of consulting services, this requirement may be waived by NorthRiver.

For IT consulting projects, providing advice, design or services that typically required professional certification or licensing: Professional Liability (Errors and Omissions) Insurance with an occurrence limit of liability not less than five million (\$5,000,000.00) dollars. Such insurance shall cover any and all errors, omissions or negligent acts resulting from the professional activities performed under this Agreement. The professional liability insurance retroactive coverage date shall be no later than the effective date of this Agreement. Supplier shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of this Agreement will be deemed to have been made during the policy period. For certain types of consulting services, this requirement may be waived by NorthRiver.

Cyber Risk Professional Liability (Errors and Omissions) Insurance, with an aggregate limit of liability not less than five million (\$5,000,000.00) dollars. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products, services and/or licensed programs under this Agreement. Such insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The retroactive coverage date shall be no later than the effective date of this Agreement. Such insurance shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period. For certain types of IT Consulting projects, this requirement may be waived by NorthRiver.

3.3.3. The following insurances are needed under the stated conditions:

- a) **For Construction Services**, Supplier shall provide Construction Insurance covering the procurement, construction, installation, transit, testing and commissioning of the applicable facility as identified in the relevant PO or SRO ("Facility") with a limit of \$5,000,000 per occurrence:

- i. Coverage on a replacement cost value, against physical loss or damage to insurable property while at the Site or at a designated laydown yard during installation, testing and commissioning, that is intended to become a permanent part of the Facility. Such insurance shall not cover loss or damage to items belonging to Supplier, its personnel or that are not to be incorporated into the Facility, including but not limited to, construction equipment, tools, scaffolding, forms, structures of a temporary nature or their contents.
 - ii. Coverage while in transit in North America against physical loss of or damage to insurable property that is intended to become a permanent part of the Facility. Supplier shall provide, and shall require its personnel to provide, timely information needed by Company in connection with securing such coverage.
 - iii. Supplier shall pay any deductible amount required under this policy up to a maximum amount of \$250,000.00 (Two Hundred Fifty Thousand Dollars and zero cents) for any physical loss or damage of the Work under Supplier's direct or indirect control except during hot testing and commissioning or HDD, when the maximum deductible is \$500,000.00 (Five Hundred Thousand Dollars and zero cents). Company shall pay for any deductible amount associated with any "physical loss or damage of the Work caused by a natural event" and all reasonable efforts have been made by Supplier to reduce or mitigate the physical damage resulting from such event. Supplier shall provide, and shall require its personnel to provide, timely information needed by Company in connection with securing such coverage.
- b) **Hazardous materials:** for Services which involve handling of hazardous materials, or Services which involve disturbing the ground or other existing facilities where contaminated materials may exist, pollution liability for off-premises operations must be included under the CGL policy, and if applicable, umbrella policy. If these conditions exist and the coverage is not provided by the CGL and umbrella liability policies, a contractor's pollution liability coverage as described below must be provided.

Supplier's pollution liability policy having a limit of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury, property damage, and cleanup costs, shall be provided in the circumstance described above. Contingent Transportation (as applicable to the operations), including loading and unloading, beyond the job site shall be included. Coverage shall be written on an occurrence based policy form. Coverage on a claim made form is acceptable only if the retroactive coverage date shall be no later than the effective date of this Agreement and, the Supplier purchases an Extended Reporting Period "Tail Coverage" for a period of no less than three (3) years after completion of the Services.

If non-owned disposal sites (NODS) in Canada are to be utilized by the Supplier while performing Services for NorthRiver, then the NODS Endorsement shall be added to the policy. If Supplier is using a non-owned disposal site (NODS) in Canada, then Supplier shall provide to NorthRiver a copy of the certificate of insurance from the NODS certifying pollution legal liability coverage in the amount of not less than five million (\$5,000,000.00) dollars each incident.

- c) **Aircraft Insurance:** If the performance of the Services requires the use of any aircraft that are owned, leased, rented or chartered by the Supplier and/or any of its subcontractors the following legal liability insurance shall be maintained:

Comprehensive Aircraft Liability insurance including war risks in accordance with Extended Coverage Endorsement AVN52E), covering bodily injury, personal injury and property damage (including liability to third parties and passengers including luggage) with combined single limits of not less than twenty-five million (\$25,000,000.00) dollars per occurrence or three million (\$3,000,000.00) dollars per installed passenger seat, whichever is greater.

This can be in the form of owners insurance where Supplier and NorthRiver is named as additional insured, or non-owned aircraft insurance purchased by Supplier naming NorthRiver as additional insured.

- 3.3.4. All insurance policies required above, provided and maintained by Supplier and each subcontractor, of every tier, will be endorsed:

- a) to provide that they are primary for all purposes, without right of contribution from any other insurance available to NorthRiver, and will contain cross liability coverage via a separation of insureds clause;
- b) to include waivers of any right of subrogation of the insurers against NorthRiver, its subsidiaries, affiliates, officers, directors, employees and subcontractors of all tiers; and
- c) to add NorthRiver, its subsidiaries, affiliates, officers, directors and employees as additional insureds, except for, employer's liability, workers' compensation, professional liability and auto liability policies.

- 3.3.5. Supplier will provide NorthRiver with certificate(s) of insurance, satisfactory to NorthRiver, evidencing all required insurance hereunder prior to commencement of the Services, and replacement certificate(s) of insurance during the term hereof. Such certificate(s) will be on a Standard CSIO form. Each certificate will be signed by an authorized agent or representative of the insurer. Supplier will provide NorthRiver written notice prior to any cancellation of or material change in the required insurance.

- 3.3.6. NorthRiver at its sole discretion may require Supplier to submit the original or a certified copy of Supplier's insurance policies for inspection by NorthRiver.

- 3.3.7. All insurance required herein shall be written to protect Supplier against liability for damage, loss or expense arising from damage to property or injury to or death of any person or persons arising in any way out of, in connection with, or resulting from the Services. All policies not required above, but owned by Supplier and applicable to the Services, will include waivers of any right of subrogation of the insurers against NorthRiver, its subsidiaries, affiliates, officers, directors, employees and subcontractors of all tiers. An example would be Supplier's Equipment Floater for equipment Supplier uses in the course of the Services.

- 3.3.8. All insurance policies provided by Supplier shall be underwritten by insurers reasonably acceptable to NorthRiver and which are authorized to write insurance in the provinces in which the Services are to be performed.



- 3.3.9. Supplier will pay promptly all premiums for insurance in strict accordance with the obligations to its carrier or carriers such that Supplier at all times will have full insurance coverage as herein provided. Any failure to comply with all of the provisions of this section by Supplier or any of its insurance companies, or the insolvency, bankruptcy or failure of any such insurance company will permit NorthRiver to suspend all Services until compliance is achieved or a solvent insurance company utilized. At the option of NorthRiver, NorthRiver may pay any insurance premiums in order to achieve compliance for Supplier and deduct the amount of the premiums, and all other costs incurred by NorthRiver in achieving compliance, from amounts to be paid to Supplier.
- 3.3.10. Supplier's compliance with the provisions of this section will not constitute a limitation of Supplier's liability for its acts or omissions or in any way limit, modify, or otherwise affect Supplier's indemnification obligation pursuant to this Agreement. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Supplier, or failure of any such insurance company to pay claims asserted, will not abrogate, waive or alter any of Supplier's responsibilities or liabilities hereunder.
- 3.3.11. In the event that Supplier allows all required insurance to terminate or allows such insurance to fall below the standards specified herein, NorthRiver reserves the right to provide such insurance with premiums paid by Supplier. In the event that NorthRiver assumes responsibility for this insurance coverage, NorthRiver will notify Supplier prior to commencement of the Services hereunder and, on request, will provide Supplier with satisfactory evidence that such insurance is in full force and effect. The deductible amount under this policy for any one occurrence will be to Supplier's account, if claim is due to Supplier's actions, unless due to NorthRiver's sole negligence.
- 3.3.12. NorthRiver will not be obligated to review any of Supplier's certificates of insurance, insurance policies and/or endorsements or advise Supplier of any deficiencies in such documents, and any receipt of copies or review by NorthRiver will not relieve Supplier from or be deemed a waiver of NorthRiver's right to insist on strict fulfillment of Supplier's obligations.
- 3.3.13. Builders Risk – "All Risk": NorthRiver assumes the responsibility for placing builders risk insurance for the Services and will provide Supplier with a waiver of subrogation in their favor under this insurance. On request, NorthRiver shall provide Supplier with a certificate of insurance as evidence that such insurance is in full force and effect. The Supplier shall pay any deductible amount required under this policy up to a maximum of two-hundred and fifty thousand (\$250,000.00) dollars for any physical loss or damage of the work under Supplier's direct or indirect control. NorthRiver shall pay for any deductible amount associated with any "physical loss or damage of the work caused by a natural event" as long as all reasonable effort have been made by the contractor to reduce or mitigate the physical damage resulting from such an event.
- 3.4. CONTRACTOR'S PERSONNEL AND EQUIPMENT
- 3.4.1. NorthRiver may refuse to permit any of Supplier's personnel or equipment to enter upon any of NorthRiver's premises, if NorthRiver determines in its sole discretion that such personnel or equipment do not comply with applicable safety and security requirements.
- 3.5. CONTRACTOR PROVIDED SECURITY

3.5.1. Supplier shall at any time and from time to time as requested by NorthRiver, provide to NorthRiver one or more of the following forms of security in a form acceptable to NorthRiver:

- a) a parent company guarantee provided by Supplier's parent company or another creditworthy entity acceptable to NorthRiver;
- b) an irrevocable and unconditional letter of credit in an amount equal to 20% of the estimated price for the Services and Goods to be provided by Supplier under this Agreement issued by a bank approved by NorthRiver;
- c) a performance bond in an amount not to exceed the estimated price for the Services and Goods to be provided by Supplier under this Agreement with a surety company approved by NorthRiver;
- d) a labour and materials bond in an amount not to exceed the estimated price for the Services and Goods to be provided by Supplier under this Agreement with a surety company approved by NorthRiver;
- e) (collectively, the "Security"). Any reasonable additional costs of obtaining any Security referred to in the sub clauses (b) to (d) above which are required by NorthRiver shall be for the account of NorthRiver.

3.6. ENVIRONMENT, HEALTH AND SAFETY

3.6.1. Without limiting the generality of section 4.10 below, the parties agree as follows:

- a) Supplier shall, and shall ensure that its employees, agents, subcontractors and suppliers, comply with all applicable laws, regulations, by-laws, permits, approvals or other lawful requirements imposed or issued by any federal, provincial, or municipal governments relating to environmental protection as well as any environmental rules imposed by NorthRiver from time to time.
- b) NorthRiver may at any time evaluate Supplier's environmental practices and procedures. Supplier shall from time to time, allow NorthRiver access to any site of the Services in order to inspect or audit Supplier's compliance with the requirements of this Agreement.
- c) Supplier shall, and shall ensure that its employees, agents, subcontractors and suppliers who perform Services, meet or exceed NorthRiver's health and safety qualification criteria specified by NorthRiver to Supplier from time to time and shall prequalify accordingly its subcontractors. Supplier will document each subcontractor's prequalification and be able to produce such documentation at NorthRiver's request. If a subcontractor does not meet NorthRiver's health and safety qualification criteria, Supplier shall obtain the prior written approval of NorthRiver before engaging the subcontractor to provide any Services and shall establish corrective actions and additional control measures for the subcontractor as appropriate for the intended work and obtain NorthRiver's prior written concurrence of such actions or measures.
- d) Supplier shall be responsible for ensuring its employees, agents, subcontractors and suppliers at all times comply with applicable federal, provincial and municipal occupational health and safety laws and regulations as well as any additional safety rules imposed by NorthRiver from time to time.



- e) Supplier shall furnish evidence of compliance with Worker's Compensation legislation applicable at the site(s) at which the Services shall be performed, including provision of clearance certificates as requested by NorthRiver from time to time.

3.6.2. At NorthRiver's request, Supplier shall, in addition to 3.6.1:

- a) develop, maintain and adhere to such safety precautions and programs as are required to comply with NorthRiver requirements and to prevent injury to persons or damage to property on or about, adjacent to the site of the Services;
- b) develop, maintain and adhere to a project-specific health and safety plan for the Services. Such plan shall be subject to review and acceptance by NorthRiver;
- c) ensure that all Supplier and subcontractor personnel have received all necessary training to meet the requirements of section 3.6.1 and this section 3.6.2. Training or implementation of additional health and safety measures appropriate for the Services may be specified by NorthRiver from time to time. Supplier shall provide NorthRiver with written documentation verifying completion of the above;
- d) provide NorthRiver with such Services related health and safety statistics as NorthRiver may request from time to time during performance of the Services and upon completion thereof;
- e) immediately report to NorthRiver any incident or near miss involving Supplier personnel, the public, or property, arising from Supplier's performance of the Services; and
- f) whenever Supplier has not complied with its obligations under this Agreement and creates a circumstance requiring immediate action to ensure the health and safety of persons present at any site of the Services, NorthRiver may take or require Supplier to take such reasonable precautions, including stoppage of Services, required to remedy such circumstance. The taking of such action or actions by NorthRiver (or its failure to do so) shall not limit Supplier's liability or its obligations under this Agreement. Supplier shall reimburse NorthRiver for all reasonable costs incurred by NorthRiver in taking such precautions and any costs incurred by Supplier for such precautionary action and any subsequent remedial action shall be borne by Supplier.
- g) NorthRiver reserves the right to require the Supplier to remove from any site of Services any personnel, whether of Supplier or any subcontractor or supplier, not properly observing or complying with the health and safety requirements of this Agreement or any safety program or safety instructions given by, or on behalf of NorthRiver.
- h) Notwithstanding any other provision herein and notwithstanding any health and safety measures provided by NorthRiver, Supplier shall be solely responsible for the health and safety of personnel employed by it or its subcontractors as well as any other person at the site(s) of the Services for any purpose relating to the Services. Supplier specifically acknowledges that any information regarding specific risks provided by NorthRiver to Supplier, whether contained in this Agreement or otherwise, is not intended to be exhaustive and shall not diminish Supplier's overarching obligations under this subsection 3.6.

- i) If required by NorthRiver, Supplier shall provide a dedicated and qualified health and safety professional to monitor performance of the Services under this Agreement.
- j) Unless NorthRiver otherwise directs, Supplier and all subcontractors shall attend the following health and safety meetings:
 - i. pre-job orientation;
 - ii. an orientation prior to entering any site of Services;
 - iii. daily tailgate briefings; and
 - iv. such other meetings required by NorthRiver from time to time to review the status of the Services and Supplier's compliance with the requirements of this Agreement.

3.7. WITHHOLDING TAX

3.7.1. The Supplier agrees to abide by the provisions of the *Income Tax Act* (Canada) ("ITA") where applicable and where Services are performed by a non-resident of Canada (as defined by the ITA) in Canada, a withholding tax of 15% will be applied to the gross amount of the fee and will be deducted from invoices submitted, unless Supplier provides NorthRiver with written notice together with evidence to the satisfaction of NorthRiver prior to the commencement of Services that it has a valid tax exemption certificate issued by the Canada Revenue Agency.

4. Terms and Conditions applicable to all Purchases of Goods and Services

4.1. INVOICE SUBMISSION AND PAYMENT TERMS

4.1.1. Supplier shall submit to NorthRiver, using the email address identified on the PO or SRO, an invoice within thirty (30) days after the end of each calendar month. Supplier shall email one (1) scanned PDF invoice per month.

4.1.2. The Supplier agrees to submit documents and invoices as required by NorthRiver through the channels employed by NorthRiver in their course of business. The Supplier agrees to the submission of invoices and other documentation through third party software as required by NorthRiver and accepts any associated costs through third parties to be a cost of doing business with NorthRiver.

4.1.3. Unless otherwise stated in the relevant PO or SRO, NorthRiver shall pay any portion of the amount set out in such invoices not subject to withholding, deduction or set off within forty five (45) days of receipt, provided the invoices show a complete statement of charges for Goods and/or Services billed net of any discounts received or given by Supplier and provided that amounts disputed by NorthRiver in good faith may be held back by NorthRiver until resolution of the dispute. Invoices shall only contain charges based on the fees indicated in the relevant PO or SRO and shall be accompanied with appropriate proof of signed delivery, applicable tickets, third party invoices and any other supporting documentation requested by NorthRiver, provided further that:

- a) in the case of a lump sum price for the Services, no invoice shall exceed an amount that is proportionate to the Services performed during the period covered

by such invoice. Invoices shall include such information as NorthRiver may require; and

- b) in the case of hourly rates in respect of the Services, invoices shall, for the period covered by the invoice, include a statement of hours expended by each of Supplier's personnel at their applicable hourly rates, the dates upon which such hours were expended and a description of Services provided, together with such other information as NorthRiver may require.

4.1.4. Following delivery of Goods or the completion of any part of the Services, Supplier shall not be entitled to receive any payment on any invoice received by NorthRiver in respect of such part of delivery of Goods or completion of Services more than one hundred and twenty (120) days after delivery of the Goods or completion of the Services unless deferring payment based on milestone billing is requested by NorthRiver and expressly agreed to by NorthRiver in the relevant PO or SRO.

4.2. PRICE

4.2.1. No increases in the price or other charges shown or referred to in the relevant PO or SRO, including taxes or customs and excise duties, shall be payable by NorthRiver unless such increases are authorized in writing by NorthRiver as a Change Order.

4.2.2. No payment or acceptance of Goods or Services by NorthRiver hereunder shall constitute a waiver with respect to any provisions of this Agreement, nor shall anything herein contained be construed to limit any warranties or conditions implied by law.

4.2.3. If any error is discovered in an invoice rendered to NorthRiver, such error shall be adjusted within thirty (30) days from the date of discovery of such error.

4.2.4. Unless otherwise specifically provided for in this Agreement, Supplier assumes exclusive liability for and shall pay to the appropriate government authority before delinquent, all sales, use, excise and other taxes, charges or contributions of any kind or with respect to or measured by the Goods or the Services supplied hereunder and Supplier shall indemnify and save NorthRiver harmless from any liability and expenses by reason of Supplier's failure to pay such taxes, charges or contributions.

4.2.5. NorthRiver shall not reimburse the Supplier in respect of any costs, third party fees or other expenses incurred by the Supplier in the performance of this Agreement unless specifically agreed to by NorthRiver in this Agreement.

4.2.6. All taxes and duty rebates, remissions, exemptions or other such savings shall be for the account of NorthRiver and accordingly, shall reduce the price shown on the relevant PO or SRO. In the event that NorthRiver has already paid the price shown on the relevant PO or SRO, Supplier shall pay all amounts received in respect of rebates, remissions, exemptions or other such savings to NorthRiver within ten (10) days of their receipt. Supplier shall apply promptly for all available rebates, remissions and exemptions in compliance with applicable law.

4.3. TIMELY PERFORMANCE

4.3.1. Except in the case of an excusable event of force majeure under section 4.13, Supplier shall deliver all Goods and perform and complete all Services in accordance with time



schedules referred to on the relevant PO or SRO or otherwise agreed to by the parties in writing.

4.3.2. If it is reasonably anticipated that Supplier may fail to deliver Goods or perform and complete all Services within the above time periods, whether as a result of an event of force majeure or not, Supplier shall forthwith take all steps necessary to expedite performance so as to prevent such failure. Except in the case of an excusable event of force majeure under section 4.13, any additional costs resulting from such steps shall be borne by Supplier.

4.4. SUBCONTRACTORS

4.4.1. Supplier may not subcontract any part of this Agreement without the prior written approval of NorthRiver and such approval shall not operate to relieve Supplier of any liability to NorthRiver under this Agreement.

4.4.2. Supplier shall enter into written contracts with permitted subcontractors that include provisions requiring them to perform in accordance with and subject to the terms and conditions of this Agreement. Supplier will ensure any such subcontractors or third parties meet or exceed the minimum qualifications and expectations required of NorthRiver contained within this Agreement.

4.4.3. Supplier shall be fully responsible to NorthRiver for any and all acts and omissions of its subcontractors.

4.5. ENTIRE AGREEMENT AND AMENDMENTS

4.5.1. This Agreement constitutes the entire agreement between NorthRiver and Supplier and supersedes all previous agreements, whether written or oral between NorthRiver and Supplier with respect to the subject matter hereof. No amendment to this Agreement shall be binding on either party hereto, unless it is in writing and executed on behalf of each party hereto and expressly specified as such.

4.5.2. Without limiting the generality of the foregoing, the quality, quantity and other specifications of the Goods or Services to be supplied hereunder shall not be changed from those referred to in this Agreement or otherwise agreed to by NorthRiver and Supplier without NorthRiver's written authorization thereof by way of NorthRiver issued Change Order.

4.6. INDEMNITIES

4.6.1. Supplier shall defend, indemnify and save NorthRiver harmless from and against any and all loss, liability or expense, including without limitation, reasonable legal fees, NorthRiver may suffer or incur by reason of:

- a) any claim or suit, including, without limitation, any claim or suit for alleged infringement of any patent, industrial design, copyright or trademark, resulting from or arising in connection with the manufacture, sale, use or other disposition of any of the Goods or the provision of any of the Services hereunder;
- b) any and all damage to or loss or destruction of any property, including without limitation, property of Supplier, any subcontractor or NorthRiver; or



- c) injury to or death of any persons, including without limitation, employees of Supplier, any subcontractor or NorthRiver,

arising out of or in connection with any act, omission or default by Supplier or any subcontractor or employee of Supplier under this Agreement.

- 4.6.2. Notwithstanding the foregoing, neither party shall be liable for any indirect, special or consequential damages or damages for loss of profits which the other may suffer or incur in connection with a breach of this Agreement.

4.7. CONFIDENTIALITY

- 4.7.1. Supplier shall not disclose to any third party any data, designs, drawings, specifications or other information, whether or not similar to the foregoing belonging to or supplied by or on behalf of NorthRiver (collectively, the "Confidential Information") without the prior written consent of NorthRiver. Supplier shall not use the Confidential Information for any purpose other than as necessary in connection with the performance of this Agreement. Upon completion of this Agreement or upon NorthRiver's earlier request, all Confidential Information, including any copies thereof, shall be returned to NorthRiver. Where NorthRiver's Confidential Information is furnished to Supplier's suppliers in connection with the performance of this Agreement, Supplier shall insert the substance of this provision in its contracts with such suppliers and shall ensure compliance with such provision by its suppliers.

4.8. TERMINATION FOR DEFAULT

- 4.8.1. Failure of Supplier to comply with any express or implied provision of this Agreement, or Supplier's insolvency, voluntary bankruptcy, receivership or assignment for the benefit of creditors shall entitle NorthRiver, without limiting any other rights or remedies NorthRiver may have, to terminate all or part of this Agreement without payment of any costs or expenses to Supplier. Upon such termination, NorthRiver shall be relieved of all further obligations hereunder.
- 4.8.2. Time is of the essence. If Supplier fails or it is reasonably anticipated that Supplier will fail to deliver the Goods or perform the Services to be supplied hereunder within the time periods specified herein or in accordance with the specifications hereunder, then NorthRiver may terminate this Agreement or any part thereof, without payment of any costs or expenses to Supplier.

4.9. TERMINATION FOR CONVENIENCE.

- 4.9.1. Without limiting NorthRiver's rights under section 4.8 above, NorthRiver may, in its sole discretion, terminate this Agreement at any time, in whole or in part by written notice to Supplier. Upon receipt of such notice, Supplier shall immediately discontinue any Services or efforts in respect of provision of Goods being performed in connection with this Agreement except as directed by NorthRiver. Upon such termination, and subject to audit, NorthRiver shall reimburse Supplier for actual direct out-of-pocket costs incurred in connection with this Agreement to the effective date of termination and such other necessary and unavoidable termination costs as the parties may mutually agree to, but in no event will NorthRiver be liable to Supplier for any loss of profits, loss of revenues or any other business or economic losses.

4.10. COMPLIANCE WITH LAWS AND POLICIES

- 4.10.1. Supplier shall comply with all applicable laws, regulations, by-laws, permits, approvals or other lawful requirements imposed or issued by any federal, provincial, or municipal governments. Supplier agrees to abide by and meet or exceed the minimum expectations as set out in NorthRiver's policies and procedures as provided by NorthRiver to Supplier from time to time. Supplier shall ensure that its employees, subcontractors and agents are made aware of and comply with the above laws, regulations, by-laws, permits, approvals, requirements, policies and procedures and shall furnish NorthRiver with such evidence of compliance as NorthRiver may require from time to time.
- 4.10.2. In recognition of the fact that NorthRiver is subject to certain United States and Canadian tax reporting requirements for specified payments to specified persons, Supplier shall immediately (a) provide any information in this regard requested by NorthRiver including residency, legal status, and location of provision of Goods or Services, and (b) fill out and return to NorthRiver or NorthRiver's designated agent any applicable United States tax forms. Failure to provide information or to fill out and return any forms required hereunder may result in a withholding of applicable US or Canadian taxes from any future payments made to Supplier and termination of this Agreement without further notice. Notwithstanding Suppliers compliance with the foregoing, withholding will be applied to any invoice if NorthRiver is directed to make such withholding by Canadian or US tax authorities.

4.11. INDEPENDENT CONTRACTOR

- 4.11.1. The parties acknowledge and agree that Supplier is an independent contractor and nothing contained in this Agreement or otherwise nor any past relationships or course of dealings between the parties shall be construed as constituting a joint venture or partnership or establishing a relationship of principal and agent, master and servant, or employer and employee. Supplier shall be solely responsible for the performance of the Services and such Services shall be performed by Supplier according to its own methods and at its own risk, subject only to compliance with the provisions of this Agreement.
- 4.11.2. Supplier, in keeping with its independent status, shall cause itself and any of its employees when applicable, to be registered with the appropriate government agencies for the purpose of Workers' Compensation, Employment Insurance, Canada Pension Plan and Income Tax.

4.12. SET-OFF

- 4.12.1. NorthRiver shall be entitled at all times to set-off against any amount due or owing to Supplier under this Agreement, such amounts that, in the reasonable opinion of NorthRiver, are sufficient to:
- a) cover any account owing from Supplier to NorthRiver or to any of its affiliated companies, or
 - b) protect NorthRiver from any defects or deficiencies in the Goods supplied or Services performed or any other failures by Supplier to comply with the requirements of this Agreement.



4.12.2. NorthRiver shall further have the right, but not the duty, to withhold any monies payable by it hereunder and apply same to the payment of any obligations of Supplier to NorthRiver or any other parties arising in connection with this Agreement.

4.13. FORCE MAJEURE

4.13.1. Neither party shall be liable for damages arising or incurred during the time and to the extent that such party is prevented or delayed from complying with its obligations hereunder in whole or in part by any cause except financial, beyond the reasonable control of the party affected and which by the exercise of due diligence such party is unable to prevent or overcome, including but not limited to strikes, lockouts, acts of God, war, laws, orders or regulations of governmental bodies or agencies or unavoidable accidents. Nothing herein contained shall be deemed to impose upon any party hereto any obligation to settle any labour dispute on terms which, in the sole discretion of the party affected, are not in the best interests of such party. Any party failing or delaying in the performance of its obligations hereunder due to any cause aforesaid shall, within forty-eight (48) hours of discovering such cause, give the other party notice in writing of such cause or causes and the consequences thereof, including a reasonable estimate of the anticipated delay in performance, and it shall use, to the best of its ability, reasonable diligence to remedy the same. Notwithstanding the foregoing, NorthRiver may terminate this Agreement pursuant to section 4.9 herein in the event of such delay or anticipated delay in performance. For greater clarity, Supplier shall not be permitted to rely on this provision as a result of any act, omission or failure of any vendor, supplier or subcontractor of Supplier or any other third party, unless such act, omission or failure is caused by an event which would itself be excused under this provision if occurring directly to Supplier.

4.14. LIENS

4.14.1. Supplier shall keep NorthRiver's premises free and clear of any and all liens, charges and encumbrances arising in connection with the performance of this Agreement.

4.14.2. NorthRiver may withhold a lien holdback from the price agreed to be paid to Supplier for the purpose, in the manner, in the amount and for the time provided under all applicable laws, rules and regulations. In the event that any lien, charge or encumbrance is filed against NorthRiver's premises in connection with this Agreement or any claim shall exist in connection with this Agreement which may form the basis for any lien, charge or encumbrance against NorthRiver's premises, Supplier shall at its sole cost take such steps as are necessary to immediately discharge the lien, charge or encumbrance. If such lien, charge or encumbrance has not been discharged within forty-eight (48) hours of notice from NorthRiver, NorthRiver may in its sole discretion take such steps as it deems necessary to discharge such lien, charge or encumbrance, including withholding amounts payable under this Agreement. Supplier shall be liable for and shall indemnify and save NorthRiver harmless from any and all costs and expenses (including legal fees) and other liabilities arising from such lien, charge or encumbrance.

4.15. DRAWINGS AND SPECIFICATIONS

4.15.1. All drawings, blueprints, specifications, dies, patterns and tools (the "Drawings and Specifications"), whether supplied by NorthRiver or prepared or constructed by Supplier as required for the completion of this Agreement, or for repair, replacement or re-performance pursuant to the warranty provisions hereunder, and any other work product

- generated or provided by Supplier, during the course of, or in connection with, the provision of Goods and/or Services hereunder, shall be the property of NorthRiver.
- 4.15.2. Title to any newly created or modified Drawings and Specifications and other work product will pass to NorthRiver as such Drawings and Specifications or work product, as applicable, are amended or created in connection with this Agreement. At any time NorthRiver holds the right to request the release of all native electronic files of Drawings and Specifications and work product in whatever format (including but not limited to CAD and Excel) together with all referenced associated files as is, regardless of completion or issued stage and status.
- 4.16. LAW
- 4.16.1. This Agreement shall be deemed to be in agreement made in the Province of Alberta and shall be construed in accordance with the laws of the Province of Alberta. Any action to be brought in respect thereof shall be brought in the courts of the Province of Alberta. The *United Nations Convention on Contracts for the International Sale of Goods* (1980) shall not apply to this Agreement.
- 4.17. NORTHRIVER'S RIGHTS
- 4.17.1. Supplier agrees that any right, cause of action or remedy under the warranties or undertakings assumed or imposed upon Supplier under this Agreement shall extend without exception to any company affiliated with NorthRiver on whose behalf this Agreement is issued by NorthRiver.
- 4.17.2. All rights and remedies provided in favour of NorthRiver hereunder are in addition to and without prejudice to any other rights and remedies to which NorthRiver may lawfully be entitled, including without limitation, under and by virtue of the provisions of the *Sale of Goods Act* as amended from time to time, or any equivalent legislation, in force in the jurisdiction indicated in section 4.16.1 hereof.
- 4.17.3. The failure of NorthRiver to insist upon strict performance by Supplier of any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights or remedies that NorthRiver may have at law or in equity in respect thereof and shall not be deemed a waiver of any subsequent default by Supplier.
- 4.18. RIGHT TO AUDIT
- 4.18.1. Supplier shall establish and maintain a reasonable accounting system that enables NorthRiver to readily identify Supplier's assets, expenses, costs of goods, and use of funds in relation to the performance of this Agreement. NorthRiver and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement (the "Records") kept by or under the control of the Supplier, including, but not limited to those kept by the Supplier, its employees, agents, assigns, successors, and subcontractors.
- 4.18.2. Supplier shall, at all times during the term of this Agreement and for a period of five years after the completion of this Agreement, maintain such Records, together with such supporting or underlying documents and materials. The Supplier shall at any time requested by NorthRiver, whether during or after completion of this Agreement, and at



Supplier's own expense make such Records available for inspection and audit (including copies and extracts of Records as required) by NorthRiver. Such Records shall be made available to NorthRiver during normal business hours at the Supplier's office or place of business with three days' prior written notice. In the event that no such location is available, then the financial Records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for NorthRiver.

4.18.3. Supplier shall ensure NorthRiver has these the rights set out in section 4.18 with Supplier's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Supplier's obligations to NorthRiver.

4.18.4. If the audit identifies overpricing or overcharges (of any nature) by the Supplier to NorthRiver in excess of three percent (3%) of the total contract billings, the Supplier shall reimburse NorthRiver for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, NorthRiver may recoup the costs of the audit work from the Supplier in addition to any other rights or remedies NorthRiver may have under this Agreement at law or in equity. Any adjustments, overcharges and/or payments that must be made as a result of any such audit or inspection of the Supplier's invoices and/or records shall be made within ninety (90) days from presentation of NorthRiver's findings to Supplier.

4.19. MISCELLANEOUS

4.19.1. The headings contained herein are provided for convenience only and are not to be considered when interpreting or construing this Agreement.

4.19.2. No right, title, estate or interest in this Agreement and no obligations of Supplier shall be transferred, assigned, set over, conveyed, pledged, hypothecated or otherwise disposed of without the prior written consent of NorthRiver, which consent may be given or withheld in the sole discretion of NorthRiver. NorthRiver may assign its right, title, estate and interest in this Agreement and its obligations to another party at any time without Supplier's consent, provided however that NorthRiver shall provide written notice of such assignment to Supplier.

4.19.3. Each notice, statement and invoice to be given pursuant to this Agreement shall be in writing and shall be sent by prepaid ordinary or registered mail, by facsimile, by email or by courier to the addresses and facsimile numbers for Buyer and Seller noted on the relevant PO or SRO. Notices, statements and invoices sent by mail shall be deemed to have been received five (5) days following the mailing thereof and those sent by facsimile, email or courier shall be deemed to have been received on the first business day following the day on which they were sent.

4.19.4. Supplier's written acceptance (or electronic acceptance within NorthRiver's third party invoicing module) of the relevant PO or SRO, or the shipment of any of the Goods or the commencement of any Services to be supplied hereunder shall constitute acceptance of this Agreement.



- 4.19.5. Supplier shall not use NorthRiver's, or those of its affiliates, names, logos, trade names, trademarks or copyrights, or the fact that Supplier is performing Services or supplying Goods for NorthRiver or its affiliates, in any press release, media statement, advertisement or other public communications or otherwise publicize this Agreement without the prior written consent of NorthRiver.
- 4.19.6. Except as provided in section 2.1.1 above, in the event of any conflict or inconsistency between these terms and conditions and the relevant PO or SRO, the relevant PO or SRO shall govern.
- 4.19.7. Any direction given by NorthRiver with respect to the performance of the Services or any review, inspection or approval by NorthRiver with respect to any Services or any Goods shall not relieve Supplier from its responsibilities, obligations or liabilities under this Agreement.