

GENERAL PURCHASE TERMS AND CONDITIONS (CANADA)

1. **PACKING, MARKING AND SHIPPING**

(a) All goods and materials to be shipped shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such goods and the terms of this purchase order and in a manner which will permit the lowest transportation rate (including rail, motor trucks, express and parcel post) consistent or in accordance with such special shipping instructions as may be issued by the purchaser whose name appears on this purchase order ("**Buyer**"). The seller identified in the purchase order ("**Seller**") shall pay for or promptly reimburse Buyer for all expenses incurred as a result of improper packing, marking or routing or Seller's failure to comply with this Article.

(b) Any transportation charges which are paid by Seller and to which Seller is expressly entitled to reimbursement as a separate item herein, shall be added to Seller's invoices as a separate item and the receipted freight bill shall be attached thereto.

(c) Unless otherwise expressly provided herein, no charge shall be made by Seller for insurance, shipping, cartage, containers, crating, packing, boxing, packaging, bundling, dunnage, sorting, drayage, storage handling transportation, freight, delivery or any other service or material and Seller shall bear any exchange rate fluctuations, changes in tariffs or other events which could impact the price of goods or materials to be supplied under this purchase order prior to their delivery to Buyer. All shipments must be sent properly insured.

2. **NOTICES.** Notice of shipment must be sent to Buyer as soon as goods or materials are forwarded pursuant to this purchase order, giving purchase order number, description of goods and materials, routing and shipping information and date of shipment, and if shipment is by carload, car number and identification. Goods and materials arriving without proper notices will be held until the desired information is received and all costs incidental thereto will be charged to Seller.

3. **DELIVERY.** Delivery of goods or performance of services must be effected within the time stated in this purchase order, as time is of the essence, otherwise Buyer (a) may extend the time for delivery or performance, or (b) may cancel this purchase order, and Buyer shall not be liable to Seller in any manner for any cost, expense or loss whatsoever occasioned by such cancellation. When the terms of delivery are DAP Buyer's destination (Incoterms 2020), all transportation charges (including charges for terminal switching service and all transportation taxes) on goods or material furnished under this purchase order, as well as for services in connection therewith, must be Seller's expense and in accordance with the carrier's tariffs lawfully in effect at the time the shipments are moved or the services are performed.

4. **PACKING SLIP, BILLS OF LADING, INVOICES AND PAYMENTS**

(a) Each Packing Slip, Bill of Lading and invoice shall plainly bear the number of this purchase order and the location of the plant or office to which the goods, or materials hereunder are to be shipped or where services are to be performed.

(b) A numbered Master Packing Slip shall accompany each shipment. This slip must show the name of Seller, the quantity and description of each item, size and grade of the goods or materials, and the purchase order number. If less than a carload is being shipped, the slip shall be included in one of the prominent packages, which shall be marked "Packing Slip Inside". In case of a carload shipment, the slip shall be enclosed in an unsealed envelope and tacked securely in a prominent place near the door on the outside of the freight car.

(c) The original Bill of Lading shall be mailed to the destination to the attention of the Warehouse Manager or to such other person designated by Buyer.

(d) Unless otherwise expressly provided herein, each invoice shall include: (i) Buyer's purchase order number; (ii) date and method of shipment; (iii) terms of shipment (e.g. DAP destination); (iv) whether the shipment moved prepaid or collect; (v) car initials and numbers and routing if shipment was made by railroad; (vi) itemized quantities and description and the applicable prices of the materials shipped; (vii) discount terms and, (viii) stock number.

(e) The invoice must be itemized and rendered promptly to Buyer in duplicate at the time of each shipment and all data required must be furnished. Incorrect invoices will be returned and discount and settlements will be effective from the date of the receipt of the correct invoice. Unless otherwise specified in this purchase order, payment of amounts due hereunder shall be made by Buyer net sixty(60) days after its receipt of invoices for delivered goods or completed services.

5. **PREMIUM SHIPMENTS.** If because of failure of Seller to meet the shipping or delivery requirements of this purchase order Buyer finds it necessary to require shipment of any of the goods or materials covered by this purchase order by a method of transportation other than the method originally specified by Buyer herein, then Seller shall reimburse Buyer the amount, if any, by which the cost of such alternative method of transportation exceeds the cost of the method of transportation originally specified herein unless such failure is due to causes beyond the control and without the fault or negligence of Seller.

6. **SHIPPING RELEASES.** Unless specific delivery or performance dates are provided in this purchase order, Seller shall not fabricate any of the goods or materials covered by this purchase order or procure any of the materials required in their fabrication, or ship any of such good or materials to Buyer or perform any work or services, except to the extent authorized in written instructions furnished to Seller by Buyer. Buyer shall have no responsibility for goods for which delivery dates or such written instructions have not been provided. Shipments of materials in excess of those authorized may be returned to Seller, and Seller shall pay or reimburse Buyer for all packing, handling, sorting, insurance and transportation expenses incurred in connection with such shipments. Buyer may, at any time before the scheduled shipment date, change shipping instructions or direct temporary suspension of such scheduled shipments.

7. **QUANTITY.** The quantity of goods delivered or extent of services to be performed pursuant hereto shall not exceed nor be less than the quantity specified without Buyer's permission in writing first having been obtained.

8. **INSPECTION AND ACCEPTANCE BY BUYER.** All goods and/or services shall be subject to inspection and test at destination or upon completion (in the case of services). In case any goods, materials or services are defective in material or workmanship or otherwise fail to meet the requirements of this purchase order, Buyer shall have the right to reject or to retain and correct such goods, materials or services at Buyer's option. Seller shall pay or reimburse Buyer promptly for all expenses incurred in correcting defective or non-conforming goods and/or services; such services or materials will be held at Seller's risk, or will be returned for credit at Seller's risk, at Buyer's option, and Seller shall pay Buyer for all packing, handling, sorting, storage, shipping and transportation and other expenses incurred in connection with the rejected or nonconforming goods, materials, or services.

Seller agrees to permit the Buyer's inspectors to have access to the Seller's plant or works at all reasonable times for the purpose of inspecting any items which are the subject of this purchase order or work in process for production of such items. Any inspection or approval at Seller's plant or works or elsewhere during or after manufacture, prior to the final inspection at destination, shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the right of inspection and of the right of approval or rejection after receipt of the goods or materials by Buyer. All items are subject to final inspection, approval and acceptance at Buyer's plant or office or other places designated by Buyer in writing notwithstanding prior instructions. Such inspections shall be made within a reasonable time after delivery. Payment for any items hereunder shall not be deemed an acceptance thereof or a waiver of any rights to inspect or test such items. Buyer reserves the right to reject and refuse acceptance of items which are not in conformity with the instructions, specifications, drawings, or dates hereof, or any of Seller's warranties (express or implied) and, at Buyer's option, to return or reject said items at Seller's expense. Seller shall not replace or correct items returned or rejected as defective or nonconforming unless so directed by Buyer in writing and the costs of any such replacement or correction shall be borne by Seller. Inspection costs for items or work found to be defective shall also be borne by Seller.

9. QUALITY AND WARRANTIES. Seller warrants that the goods, materials and services covered by this purchase order shall conform to the specifications, drawings, samples, or other descriptions furnished or specified by Buyer, and shall be fit, suitable, and sufficient for the purpose and use intended, and shall be merchantable, of the best material, of even kind, quality and quantity within each unit and among all units involved, and free from all defects whatsoever, and except as may be provided to the contrary on the face of this purchase order, Seller warrants that the goods, materials and work or any part thereof found defective within one (1) year after being put into use by Buyer will be replaced without charge to Buyer, such replacement being without prejudice to any other remedy of Buyer under this purchase order or otherwise. Seller warrants that all services will be performed in a timely and professional manner by experienced and qualified personnel in accordance with industry best practices and in compliance with applicable laws. Seller will at its expense re-perform any non-conforming services within a time period reasonably requested by Buyer. The warranties and remedies provided for in this Article and Article 8 (INSPECTION) shall be in addition to those implied by or available at law, including the Sale of Goods Act and its regulations as amended, and with any successor legislation thereof, and shall exist notwithstanding the acceptance by Buyer of all or a part of the goods or services with respect to which such warranties and remedies are applicable. Seller warrants that it has good title and the right to transfer all goods and materials hereunder and that the same, and all work, labor and services furnished or performed hereunder, are free and clear of any and all liens, encumbrances or claims of any nature whatsoever, and Seller agrees to deliver to Buyer a proper release of the same or satisfactory evidence of freedom from the same, upon request of Buyer.

10. ACCEPTANCE BY SELLER. Unless otherwise provided herein, it is understood and agreed that, until expiration of the time for acceptance by Seller or until withdrawal of this purchase order by oral or written notice from Buyer at any time prior to acceptance by Seller, the written acceptance by Seller of this purchase order or the prompt promise to ship or the commencement of any work or the performance of any services with respect to samples, shall constitute acceptance by Seller of this purchase order and of all its terms and conditions and that such acceptance is expressly limited to the terms and conditions of this purchase order notwithstanding any additional, conflicting or contrary terms and conditions contained in Seller's terms and conditions of sale, quotation, acknowledgement, invoice or any other communication, it being understood that the terms and conditions of this purchase order alone shall govern the transaction herein, unless otherwise modified in accordance with Article 11 hereof.

11. MODIFICATION OF PURCHASE ORDER AND CHANGE ORDERS

(a) This purchase order, together with any written instruction issued hereunder, contains the complete and final agreement between Buyer and Seller, and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon the parties unless such agreement or understanding is contained in writing signed by both parties on or subsequent to the date of this purchase order. Buyer reserves the right, at any time from time to time before the scheduled date of shipment or performance, to make changes in specifications, drawings and data herein, where the items to be furnished are to be specifically manufactured, and in methods of shipment or packaging or in the time or place of delivery. If any such change varies the cost of or time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule.

(b) Change Orders may be made only when signed by Buyer and any claims by Seller that such Change Order will require price increases or extension of time must be made by Seller in writing within ten (10) days of receipt of the Change Order and remain subject to Buyer's written approval. All modifications of this purchase order must be in writing. No course of dealings hereunder shall be considered a waiver by Buyer of any rights under this purchase order.

12. TERMINATION AT OPTION OF BUYER

(a) Performance of work under this purchase order may be terminated by Buyer at its option, in whole or in part, at any time from time to time, by delivery of a written notice of termination to Seller, Buyer having such right of termination notwithstanding the existence with respect to Seller of any of the causes or events specified in Article 15 (Force Majeure) of this purchase order.

(b) After receipt of a notice of termination, Seller shall, unless otherwise directed by Buyer: (i) terminate all work under this purchase order and subcontracts relating to the performance of work terminated by the notice of termination; (ii) settle, in accordance with item (c) hereof, all lawful claims arising out of such termination of orders and subcontracts; (iii) transfer title and delivery to Buyer of (1) all completed goods or work which conforms, in quality, to the requirements of this purchase order and which do not exceed, in quantity or cost, the amount authorized by Buyer for production, and (2) all reasonable quantities or work in process (but not in excess of the quantity authorized by this purchase order) which are of a type and quality suitable for producing the goods authorized by this purchase order and which cannot reasonably be used by Seller in producing goods for itself or for its other customers; (iv) take all action necessary to protect all property in Seller's possession in which Buyer has or may acquire an interest; (v) submit to Buyer promptly but no later than three (3) months from the effective date of termination (one month in the case of partial termination) its termination claims pursuant to item (c) hereof; provided, however, that in the event of failure of Seller to submit its termination claim within such period, Buyer may determine, notwithstanding the provisions of item (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination, and such determination shall be final.

(c) Upon termination by Buyer under this Article, Buyer shall pay to Seller only the following amounts and without duplication:

(i) the purchase order price for all goods, materials or services which have been completed in accordance with this purchase order and not previously paid for and delivered to Buyer; (ii) the actual, out-of-pocket, costs incurred by Seller in accordance with this purchase order to the extent such costs are evidenced by relevant supporting documentation provided to Buyer by Seller, are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order, including the actual cost of work in process and materials (as evidenced by relevant supporting documentation) delivered to Buyer or services performed for Buyer in accordance with item (b) of this Article, and including the actual costs for discharging legally enforceable liabilities which are so allocable or apportionable (as evidenced by relevant supporting documentation), and (iii) the reasonable and actual, out-of-pocket costs incurred by Seller in protecting property in its possession in which Buyer has or may acquire an interest. Payments made under this item (c), exclusive of payments under this subdivision (iii) hereof, shall in no event exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.

(d) The provisions of this Article shall not apply if this purchase order is terminated by Buyer for any default of Seller pursuant to Article 13 hereof.

(e) Notwithstanding anything contained herein to the contrary, to the extent that this purchase order and these terms and conditions apply to the manufacture or production of an item or items which are offered for sale to others and are not of a unique nature or character as specified by Buyer, Buyer shall have the option to be excused by written notice given to Seller no later than four (4) months prior to scheduled delivery to cancel this purchase order in which event Buyer shall not be liable or obligated to Seller in any manner whatsoever, including any and all of the cancellation charges herein before provided in this Article, and Buyer shall be entitled to the return of any and all monies paid to Seller in connection with such purchase order.

(f) Notwithstanding anything contained herein to the contrary in the event of termination by Buyer under this Article 12 or under Article 13, Buyer shall not be obligated or liable to Seller for any remote, contingent, special, consequential, indirect exemplary, punitive, incidental, or other damages of any kind or nature, it being understood that all rights of Seller under the circumstances set forth in this Article 12 are described in full in this Article 12.

13. TERMINATION FOR DEFAULT OF SELLER. If Seller refuses or fails to make deliveries of the goods or materials or fails or refuses to perform the services called for in this purchase order within the time specified in this purchase order or in any shipping release issued to Seller, or if Seller (i) fails to perform any other provisions of this purchase order, or (ii) fails to make progress so as to endanger timely performances hereunder, and in either of the circumstances enumerated in (i) or (ii) does not cure such failure, within the cure period set forth by Buyer in written notice to Seller, Buyer, subject to the provisions of Article 15 (Force Majeure) of this purchase order, may, by the delivery, or the mailing, of a written notice of termination to Seller, terminate the performance of work under this purchase order in whole or in part, effective upon such delivery or mailing, and Buyer shall, in no manner whatsoever, be liable or responsible to Seller hereunder for any claims, damages, cost, expenses or liabilities whatsoever.

14. INTELLECTUAL PROPERTY. Seller warrants that the goods and materials specified herein or in other goods and materials into which the goods and materials specified herein have been incorporated (and their manufacture, sale or use alone or in combination) shall not infringe any Canadian or foreign letters patents or any copyright, trademark, trade secret or other intellectual property right of a third party; and Seller agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all liability, damages, judgment, decrees, cost and expenses of any kind or nature whatsoever which may result from or arise out of any alleged infringement or any claim thereof by any person, firm or corporation that the manufacture, use, purchase or sale of any said goods or materials therein infringe or contribute to the infringement of any such letters patent or any copyright, trademark, trade secret or other intellectual property right of a third party. Seller agrees, upon request of Buyer and at Seller's own expense, either to defend, or to assist in the defense of at Buyer's option, any action which may be brought against Buyer or those selling or using any of the Buyer's products by reason of any such alleged infringement, the Seller hereby agreeing to reimburse Buyer upon demand for any and all expense whatsoever to which Buyer may be put with respect thereto, including for any and all damages of any nature whatsoever suffered by Buyer as a result of the alleged infringement. It is understood that for purposes of this Article 14, Article 9 (Quality and Warranties), Article 17 (Indemnity and Insurance), and Article 24 (Compliance with Laws and Rules) the term of "Buyer" means and includes the Buyer, its successors and assigns, its corporate parent, their respective subsidiaries, any principal or principals for whom Buyer may be acting, whether or not such agency is disclosed, and any purchase from or through it or such other companies of any of the goods, materials, or work furnished under this purchase order.

15. FORCE MAJEURE

(a) Neither Buyer nor Seller shall be liable for a failure to perform hereunder arising from (i) acts of God or of a public enemy, (ii) acts of any person engaged in riots, civil disturbances or sabotage including war whether declared or not, (iii) fires, floods, explosions, or other catastrophes, (iv) epidemics, pandemics (including but not limited to Covid-19) or quarantine restrictions, (v) strikes, slowdowns, lockouts, or labor stoppages or disputes of any kind, (vi) freight embargoes or reduced availability of transportation facilities, (vii) unusually severe weather; (viii) severance or disruption of diplomatic or banking relations between the countries in which Buyer and Seller are situated; and (ix) other causes or events beyond the reasonable control and without the fault or negligence of Buyer or Seller in failing to perform hereunder.

(b) In the event of a failure by Seller to perform hereunder arising from any of the causes or events set forth in item (a) of this Article 15, Buyer shall be entitled to obtain supplies, equipment, materials, goods or services covered by this purchase order elsewhere for the duration of such failure and to reduce pro tanto, and without any liability or obligation whatsoever to Seller, the supplies, equipment, materials, goods or services ordered from Seller under this purchase order, and the quantity of same shall be reduced accordingly.

16. REMEDIES. The individual remedies reserved in this purchase order shall be cumulative and additional to any other further remedies provided at law or in equity or in this purchase order or otherwise. No waiver of any breach of any provision of this purchase order shall constitute a waiver of any other breach of such provisions or a waiver of any breach of any other provision hereof. No waiver by Buyer shall be effective unless in writing, signed by Buyer.

17. INDEMNITY AND INSURANCE. Seller shall indemnify, defend, and hold Buyer harmless from and against all claims, demands, causes of action, losses, damages, costs and expenses (including but not limited to attorneys' fees), and liabilities of any nature including for personal injuries, including death, or property loss or damage of and to the Seller and of and to any other third

party including but not limited to Seller's employees, agents, subcontractors or insurers arising out of, or in any manner connected with, the negligence or willful misconduct or breach of these General Purchase Terms and Conditions, or violation of Laws by any one or more of Seller, its representatives or any third party for which Seller is responsible in law in the course of fulfilling its obligations hereunder. In the event of the performance of any work or other activity by Seller, its employees, agents, subcontractors or other third parties for which Seller is responsible in law in the course of fulfilling its obligations hereunder, upon the premises or lands of Buyer, in addition to the foregoing, Seller, as a condition hereof and prior to such entry, hereby releases Buyer from, and agrees to indemnify, defend and hold Buyer harmless from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including but not limited to attorneys' fees), and liabilities of any nature including on account of personal injuries, including death, or property loss or damage arising out of, or in any manner connected with, the performance of any work or other activity by Seller, its employees, agents, subcontractors or other third parties for which Seller is responsible in law in the course of fulfilling its obligations hereunder on Buyer's premises or lands. Buyer may, at any time or from time to time, withhold from any amounts payable to Seller under this purchase order such sum or sums as Buyer may deem necessary to protect itself against possible loss or expense arising hereunder, without limiting in any way any rights it may otherwise have at law or in equity or otherwise. Seller shall maintain, and require its agents and subcontractors to maintain, insurance coverage, including but not limited to worker's compensation insurance and public liability and property damage insurance, in amounts sufficient to cover the obligations set forth above. Unless a higher amount is required by Article 25, Seller shall maintain public liability and property damage insurance coverage of not less than \$500,000 each occurrence for bodily injury, and \$500,000 each occurrence for property damage. Seller shall furnish Buyer, at such times as Buyer may request, with actual certificates of insurance evidencing the required levels of coverage which expressly provide that the insuring company will give thirty (30) days prior written notice to Buyer of any modification, cancellation or expiration of such insurance. This Section shall survive the expiration or earlier termination of this purchase order and is to be construed to allow the fullest extent of indemnity allowed by law.

18. RISK OF LOSS AND TITLE. Risk of loss and title to all goods and materials shall pass to Buyer when Buyer takes delivery at the destination and accepts the same. Until such time, title and risk of loss remains with Seller.

19. INSOLVENCY OF SELLER. If Seller shall be adjudged bankrupt or shall file a petition in bankruptcy, or for reorganization, or for an arrangement with creditors or seek any other benefits under the bankruptcy or insolvency laws of Canada or shall make a general assignment for the benefit of creditors, or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or other officer with similar powers shall be appointed for Seller which is not removed within 14 calendar days after it becomes effective, then Buyer may, without prejudice and in addition to any other right or remedy, terminate this purchase order or any part thereof by notice to Seller and take possession of the work being performed pursuant hereto or any part thereof and all materials, equipment, tools and appliances therefore, and finish, or engage any other person or company to finish, such work or any part thereof by whatever means Buyer deems expedient in such case, and Buyer shall then be relieved of any duty to make payment until all of the work shall have been finished. If the cost of completion of the work, plus the amounts of the payments made to Seller in respect of the work, shall exceed the amount which would have been payable to Seller hereunder if Seller had completed the performance of the work hereunder, as required herein, then Seller shall promptly pay Buyer the difference and Buyer shall be relieved of any duty to make payment to Seller hereunder.

20. PERMITS AND LICENSES. Unless provided to the contrary elsewhere in this purchase order, permits and licenses necessary for the performance of the work to be performed hereunder shall be secured and paid for by Seller at its own risk and expense. Seller shall comply with all provisions and conditions of any such permits and licenses.

21. CONFIDENTIAL NATURE OF INFORMATION. All information on or in connection with this purchase order or any drawings or specifications pertaining hereto is the sole property of the Buyer, is to be treated as confidential, and shall not be disclosed in any manner to any other person, company, firm or corporation or used for any purpose other than that contemplated by this purchase order, without the prior express written consent of Buyer, except to employees or agents or subcontractors of Seller but only to the extent necessary to allow them to perform their duties in performing the work hereunder. Seller agrees to take all reasonable measures to insure that its employees, agents, and contractors and subcontractors maintain the strict confidentiality of the foregoing information, specifications and drawings.

22. NON-ASSIGNMENT. Seller shall not assign or delegate in any manner to any other person this agreement or the performance of any part or all of the work or the supplying of any services under this purchase order, and any purported assignment in violation of the foregoing shall be void.

23. GOVERNING LAW. All terms and conditions of this purchase order shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity of any provision of this purchase order shall not affect the remaining provisions hereof.

24. COMPLIANCE WITH LAWS AND RULES

(a) Seller, its employees, agents and subcontractors shall comply with all applicable provisions of federal, provincial and local laws, ordinances, orders, rules and regulations as amended, and with any successor legislation thereof (collectively, the "Laws") including any anti-bribery, anti-corruption and money laundering and anti-terrorist financing legislation. Seller further warrants that all goods, materials and services supplied pursuant to this purchase order will be produced or rendered in compliance with the same, including but not limited to the Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997 and their respective regulations as amended, and with any successor legislation thereof. Seller, its employees, agents and subcontractors shall also comply with all rules of Buyer applicable to work performed upon the premises or lands of Buyer.

(b) Seller shall indemnify, defend and hold Buyer harmless, its officers, directors, employees and its agents from and against any and all costs, expenses (including but not limited to attorneys' fees), claims, causes of action, liabilities, damages, fines or assessments resulting from failure to comply with any provisions of the aforesaid Laws or rules or any breach of the aforesaid warranty.

25. ATTACHMENT A. In the event of the performance of any work or other activity by Seller, its employees, agents or subcontractors upon the premises or lands of Buyer, Seller shall satisfy, and require that all of its employees, agents and subcontractors shall also satisfy, all of the requirements of the attached Attachment A to these terms and conditions.

ATTACHMENT A TO GENERAL PURCHASE TERMS AND CONDITIONS**INSURANCE REQUIREMENTS**

<u>COVERAGE</u>	<u>AMOUNTS & LIMITS</u>
Workers Compensation	Statutory
Comprehensive General Liability: Bodily Injury Including Personal Injury	\$1,000,000/2,000,000
Comprehensive General Liability: Property Damage Including Completed Operations and Products Coverage	\$1,000,000/2,000,000
Comprehensive Auto Liability: Bodily Injury Property Damage	\$1,000,000/1,000,000

In addition to the above, the following requirements apply to Seller and any Seller Personnel (as defined below) providing consulting, engineering or design services:

Professional Liability/ Errors and Omissions:	\$1,000,000
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All Sellers shall procure and maintain insurance that satisfies the insurance requirements described above. All of the required insurance coverages shall include contractual coverage and shall also name Buyer as an “additional insured”. No insurance may be maintained through “self-insurance” unless approved in writing in advance by Buyer. Before Work begins, Seller shall furnish Buyer with proof of insurance and a Certificate of Insurance evidencing coverage complying with the above insurance requirements.

**OCCUPATIONAL HEALTH AND SAFETY ACT
AND WORKPLACE SAFETY AND INSURANCE ACT, 1997 COMPLIANCE**

Seller and its contractors, employees, subcontractors, equipment and on-site facilities must comply with any and all current standards and regulations including the Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997 and their respective regulations, in all cases as amended and with any successor legislation thereof (collectively, the “Safety Laws”). Any citations and/or fines issued under the Safety Laws to Buyer and/or its agents as a result of non-compliance by Seller, will be for Seller’s account.

Seller shall be responsible for providing all relevant certificates and other documentation to the Project Manager or his designee demonstrating that all of the Seller Personnel have been trained in accordance with the Safety Laws and with all other applicable statutory safety standards. This documentation should be submitted with the bid package, but must be received prior to starting any on-site activities for all Seller Personnel who are going to be on the project site. This documentation shall indicate that each Seller Personnel working on site has received all required training. Failure to provide the required documentation may result in cancellation of the contract, at no cost to Buyer.

NO SMOKING OR VAPING POLICY

Smoking and vaping is prohibited at all times at all Buyer facilities and otherwise in accordance with the restrictions set out in the Smoke-Free Ontario Act, 2017 and its regulations as amended, and with any successor legislation thereof. Buyer reserves the right to order from the premises any individual refusing to comply. In addition, failure by Seller or other party to enforce Buyer’s no smoking or vaping policy while at a Buyer facility will be considered a material breach of this contract. Smoking includes the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind. Vaping includes the use of electronic delivery systems or electronic smoking devices of any kind such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

ADDITIONAL REQUIREMENTS

The relationship between Buyer and Seller established by this purchase order (“Order”) is solely that of owner and independent contractor. Nothing contained in this Order shall constitute Seller acting as an agent, partner or joint venturer of Buyer; and nothing contained in this Order shall grant Seller the right or authority to create any obligation on behalf of Buyer. Neither Seller

nor Seller's employees nor Seller's permitted subcontractors, if any, nor the employees of any such permitted subcontractors (collectively, "Seller Personnel") shall be considered employees of Buyer at any time. Seller shall be solely responsible for maintaining control, direction and supervision of all Seller Personnel.

Failure to comply with the requirements of this Attachment A will be considered a material breach of this Order by Seller.

Seller will keep the Buyer properties free of any liens in regard to any activities conducted or materials provided under this Order.

Unless provided to the contrary in this Order, any and all necessary permits, bonds, and/or licenses required for the performance of the Work shall be secured and paid for by Seller at its own risk and expense, and Seller shall comply with all provisions and conditions of any such permits, bonds, and licenses.

Seller shall be responsible for providing qualified supervision and necessary skilled Seller Personnel to complete all work under this Order. Such work will be completed in a timely, safe and workmanlike manner with all due diligence and expediency.

Seller represents that all work shall be performed solely by its employees and its own equipment. Any exceptions will be identified to Buyer upon Seller's receipt of this Order. Buyer reserves the right at no penalty to Buyer, to reject Seller's use of any subcontractor or any third party's employee and/or equipment.

Seller will use its best efforts to ensure the safety of all Seller Personnel, all other persons who may be at Buyer properties or affected by the work performed by any Seller Personnel at Buyer properties, and any property on or adjacent to the job site.

Seller will use and properly maintain, at all times, as required by the conditions and progress of the work provided by Seller under this Order, all safeguards for safety and protection of persons and property and will post danger signs and other warnings against the hazards created by the features of such work as might cause injury or damage to person or property. Seller will have a written safety policy which must at a minimum contain the foregoing, be disseminated to all Seller Personnel, and be strictly adhered to and enforced by Seller. Similarly, Seller will disseminate to all Seller Personnel all applicable jobsite safety manuals or requirements of Buyer and shall enforce strict adherence thereto by all Seller Personnel.

Seller will promptly carry out an internal investigation of any accident occurring at or near a Buyer property and promptly share the outcome of that investigation with Buyer.

Seller will conduct risk assessments which must at a minimum (i) consider health hazards as well as safety hazards, (ii) be prepared with the involvement of the Seller Personnel who will be performing the subject work, and (iii) be re-done when the subject work changes. Seller will implement safe operating procedures ("SOP") based on the results of such risk assessments. Seller will conduct "last minute risk assessments" before commencing work to check that risk assessments and SOP remain valid for the then current situation.

In an effort to ensure the safety of all persons working at Buyer properties, Seller will have, and from time to time upon request demonstrate the existence of, an effective drug and alcohol testing policy with which all the Seller Personnel who perform work on Buyer properties are expected to comply. Seller will prohibit any Seller Personnel testing positive for drugs or alcohol from performing any work under this Order.

No additional work, goods or materials will be furnished by Seller except upon issuance of a change order by Buyer agreeing to pay for such additions. Any verbal change orders to which Buyer has agreed shall be promptly (within (3) business days) reduced to writing by Seller and, provide the written change order accurately reflects the verbal change order, shall be signed by Buyer.

Seller will return all drawings, specifications and all other Buyer confidential or proprietary materials with final invoice or during closeout meeting. Seller will provide and be responsible for the following:

- A) Proper handling and disposal of any hazardous substances in compliance with all environmental laws and regulations including, without limitation, the provisions of the Environmental Protection Act (Ontario) and its regulations, as amended and with any successor legislation thereof. No hazardous substances or waste shall be disposed, discharged or released on Buyer property or placed in any Buyer waste container by Seller Personnel. Seller covenants to clean up immediately any spills or releases of hazardous substances and to return any area used for its activities to its original condition (or acceptable alternative approved by Buyer) upon completion or termination of Seller's activities at the Buyer properties.
- B) All labor, materials, equipment, parts, tools, fuel and other supplies required to complete the work.
- C) Security for all personnel, goods, materials and property under Seller's supervision.
- D) Compliance with Federal, Provincial and local laws, regulations, orders, permits and ordinances applicable to the work site and to the work to be performed hereunder.
- E) Sanitary facilities and disposal of effluent.
- F) Proper planning, training, equipment, and action to minimize, contain, and clean up any oil leak or spill of any controlled or environmentally harmful substance.
- G) Dispose of all wastes generated as a result of Seller's activities at Buyer properties including but not limited to used oils, filters, worn parts, refuse, in a legal and environmentally safe and proper fashion.

- H) Proper training and safe operating practices of all Seller Personnel. Compliance with Buyer safety rules, (available from Buyer contact), "Hazard Training and Visitor Release", and with applicable safety legislation. It is Seller's responsibility to ensure that each employee, and those of any subcontractor, has read, understood, and signed the "Hazardous Training and Visitor Release", and has returned the same to Buyer before commencing work on site.
- I) Proper supervision of all Seller Personnel and equipment. Seller to provide a higher level of supervision towards Seller Personnel that are new to the job. All machine guarding to be secure and missing or defective guarding replaced prior to use. Pre-start safety checks are mandatory for all mobile equipment. All service vehicles and mobile equipment must be equipped with seatbelts. Heavy mobile equipment must be equipped with mirrors and cameras as necessary to ensure all-round visibility.
- J) Proper and task specific Personal Protective Equipment ("PPE") which must be worn by all Seller Personnel when performing work under this Order.
- K) Designate, by name, the Seller Personnel who shall be responsible for the Seller's worksite safety at the Buyer properties including including construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work of the Seller Personnel in compliance with all applicable statutory and regulatory safety requirements.
- L) Compliance with Buyer's traffic and pedestrian rules and signage, including but not limited to one way systems, speed limits, pedestrian walkways, "no go" zones and parking areas. Compliance with other Buyer safety signage.

WORKING FROM HEIGHTS - LADDERS

- Prior to Seller Personnel using any ladders at Buyer properties, Seller will provide proof of working from heights safety training to Buyer.
- When not in use, Seller will store ladders in a secured area that is free from weather elements, dirt and moisture and accessible by only authorized Seller Personnel.
- Ladders may not be stored in a Buyer plant unless Seller has obtained prior permission from Buyer.