



TERMS AND CONDITIONS – Purchase order

SECTION 1

This Purchase Order shall become a contract ("Contract") upon acceptance thereof by The Corporation or upon the Supplier shipping the goods or any portion thereof or commencement of any work hereunder and it shall not be altered, amended or supplemented without The Corporation's and Supplier's written and signed prior approval.

SECTION 2

Otherwise agreed to in writing, prices are in Canadian dollars, are firm and inclusive of all applicable duties and charges, except for all applicable sales taxes.

SECTION 3

Unless otherwise agreed to in writing, Supplier must provide a separate invoice for each shipment or service made under this Contract. Purchase Order number must appear on all invoices and other relevant documentation. Supplier shall provide The Corporation with a detailed invoice describing each sold item, invoiced services and all other charges.

SECTION 4

Payment will be made only in Canadian funds and interest will not be paid on any sum overdue.

SECTION 5

Supplier shall adhere to delivery instructions set out on the Purchase Order. If Supplier does not follow such instructions, any additional transportation charges incurred by The Corporation shall be charged to the Supplier, and The Corporation shall advise the Supplier of such additional charges and may thereafter deduct said additional charges from the payment of Supplier's invoice.

The quantity indicated on the Purchase Order is the quantity that must be delivered. Any excess may be returned to Supplier at its cost. Any products shipped must have required documentation and information by applicable legislation and regulation

SECTION 6

The Corporation shall have the right to inspect the goods upon delivery to ensure that said goods are in accordance with specifications. If The Corporation refuses the goods, The Corporation shall have the right to return said goods at Supplier's expense and said returned goods will be deducted from the invoice.

SECTION 7

Supplier warrants that:

- a) Supplier has the right to sell and/or provide the goods or services ordered;
- b) the goods or services are in strict conformity with the specifications, drawings, designs or other descriptions provided by The Corporation and are fit for the particular purpose intended;
- c) the goods or services are free of all defects (whether patent or latent) including defects of title, design, workmanship and material and are free and clear of all liens, privileges, encumbrances and claims of any kind.

All warranties shall survive expiry hereof, and not be diminished by inspection, acceptance, use or payment of or for the goods or services. Any goods or services that do not comply with this warranty shall, at The Corporation's option, either be replaced or repaired by Supplier or returned by The Corporation, at no cost to The Corporation. This warranty is in addition to other express or implied warranties or representations given to The Corporation or by Supplier or its agents. Supplier agrees to indemnify, reimburse and pay The Corporation for all losses, damages and expenses of any kind arising from this breach of the above.

SECTION 8

The Corporation shall own any documents including specifications, drawings, designs or plans, supplied by The Corporation or submitted by Supplier to The Corporation in relation to the goods and services contemplated by this Contract.

SECTION 9

This Contract shall be governed by the laws of the Province of Quebec for Quebec Region and Province of Ontario for Ontario Region.

The Supplier shall comply with all applicable Federal, Provincial, Municipal and more particularly Environmental laws and regulations.

SECTION 10

The Supplier shall not assign or sublet the contract or any of the work without the prior written consent of The Corporation, provided that the Supplier may sublet such portions of the work as are usually sublet in similar cases.

SECTION 11

To the full extent to which they are procurable, consistent with proper economy and the expeditions carrying out the work, the contractor shall use Canadian labour and material in carrying out the work.

Subject to subsection 1) the contractor shall employ labour from locality where the work is being executed if it is available.

SECTION 12

The Supplier shall comply with all labour conditions and with all health conditions and requirements from time to time applicable to the work.

SECTION 13

The Corporation may, by giving notice to the Supplier, terminate the Purchase Order and regards the work theretofore completed. Upon such notice being given the Supplier shall cease the work and shall be entitled to be paid for all finished work, subject to acceptance, on the basis of the Purchase Order price. In respect of work not completed the Supplier shall be entitled to be reimbursed the actual cost to the Supplier of such uncompleted work and to receive in addition an amount representing a fair and reasonable profit in respect of work done thereon, not exceeding, however, the Purchase Order price.

Title to all materials, parts or work in process in respect of which reimbursement is made to the Supplier as herein provided shall upon such reimbursement being made pass to and vest in The Corporation.

The Supplier shall have no claim for damages, compensations, loss of profit allowance or otherwise by reason of or indirectly arising out of any action taken or notice given by The Corporation under a pursuant to the provisions of this section except to the extent in this expressly provided.

SECTION 14

Supplier must provide The Corporation with such safety procedures, instructions and regulations as may be in its possession and applicable to the item(s)/service(s). Supplier must provide The Corporation with appropriate Material Safety Data Sheet(s) (WHMIS).

SECTION 15

Supplier shall notify The Corporation, in writing, as soon as known and, if possible, before the beginning of the delay, of any circumstances or events in the nature of force majeure, or any causes reasonably beyond the control of the Supplier, which may delay deliveries as specified.

SECTION 16

Upon request of The Corporation, the Supplier shall obtain, at his expense, a General Liability Insurance, including contractual liability and covering the Supplier's premises and operations; such contractual liability policies shall be issued in the amounts of \$2,000,000 per occurrence for bodily injuries and \$2,000,000 per occurrence for property damages. Such policies shall be issued by a company or companies satisfactory to The Corporation. The Supplier shall furnish The Corporation with a certificate of insurance certifying the existence of the aforementioned policies. All such policies enumerate the insurance coverage aforementioned, and the said policies shall not, in any case, be terminated or changed without at least thirty (30) days prior written to The Corporation.

The Supplier shall maintain Automobile Liability Insurance with a combine single limit of \$1,000,000 per occurrence for bodily injuries and property damages covering use and operation of owned, non-owned and hired vehicles. All insurance policies shall insure the Supplier as "Named insured" and The Corporation and Her Majesty in Right of Canada as "Additional Insured".

Furthermore, the Supplier hereby declares, and warrants that all assessments or compensation payable to the workers' compensation board or Commission des normes, de l'équité et de la sécurité au travail (CNESST) for the province of Quebec and/or the Workplace Safety and Insurance Board (WSIB) for the province of Ontario have been paid and the Supplier shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to any applicable workers' compensation act (CNESST and/or WSIB), prior to performing any work, the Supplier shall provide to The Corporation, in a document acceptable to The Corporation, sufficient proof that it is in compliance with the above-mentioned requirements.

Note: In the event of any conflict or inconsistency between the terms of this Purchase Order and any Articles of Agreement, the terms of the Articles of Agreement shall prevail, unless otherwise stated.