



## TERMS AND CONDITIONS – Purchase order

### **SECTION 1 – Purchase Order's Conditions**

This Purchase Order shall become a contract ("Contract") upon acceptance thereof by The St. Lawrence Seaway Management Corporation (SLSMC) 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 SLSMC's and Supplier's written and signed prior approval.

### **SECTION 2 – Terms of Payment**

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

### **SECTION 3 – Supplier's Billing**

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 SLSMC with a detailed invoice describing each sold item, invoiced services and all other charges. 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. Sales tax numbers should also be present on all invoices.

### **SECTION 4 – No Publicity or Communication with Media**

The Supplier may not, without SLSMC's prior written authorization: (a) use or publish, for any purpose whatsoever, the name, image, logo or trademark of SLSMC; (b) advertise the Supplier's involvement in this Purchase Order or (c) post in or around the Workplace, any signs other than those required by Applicable Laws. Any third-party, including media, request for information concerning the Purchase Order must promptly be forwarded to SLSMC for handling. The Supplier, his Personnel and sub-contractors are strictly prohibited, under any circumstance, to speak to and address the media for any reason in connection with their contractual duties. The foregoing shall be subject only to Applicable Laws, including ongoing disclosure requirements under securities law. The Supplier shall ensure his Personnel and sub-contractors are aware of the requirements of this Section, including the following: if the Supplier Personnel and sub-contractors are approached by members of the media, they shall decline comment and refer the media to SLSMC.

### **SECTION 5 – Delivery Instructions**

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 SLSMC shall be charged to the Supplier, and the SLSMC 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 – SLSMC Goods Acceptation**

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

### **SECTION 7 - Warranties**

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 SLSMC 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 SLSMC's option, either be replaced or repaired by Supplier or returned by the SLSMC, at no cost to the SLSMC. This warranty is in addition to other express or implied warranties or representations given to the SLSMC or by Supplier or its agents. Supplier agrees to indemnify, reimburse and pay the SLSMC for all losses, damages and expenses of any kind arising from this breach of the above.

### **SECTION 8 – Specifications, Drawings, Designs or Plans**

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

### **SECTION 9 – Applicable Laws and Regulations**

This Purchase Order 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 – Assignment and Subcontracting**

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

### **SECTION 11 – Canadian Labour and Material**

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

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

### **SECTION 12 – Work Conditions**

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 – Purchase Order Termination**

The SLSMC 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 SLSMC.

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

### **SECTION 14 – Safety Procedures, Instructions and Regulations**

Supplier must provide the SLSMC 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 SLSMC with appropriate Safety Data Sheet (SDS).

### **SECTION 15 – Supplier's Notification**

Supplier shall notify the SLSMC, 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 – Insurance Conditions**

Upon request of the SLSMC, the Supplier shall obtain, at his expense, a Commercial General Liability policy (CGL), 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 SLSMC. CGL policy shall insure the Supplier as "Named insured" and the SLSMC and His Majesty the King in right of Canada as "Additional Insured", when requested in the Contract document. The Supplier shall furnish the SLSMC 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 SLSMC.

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.

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 SLSMC, in a document acceptable to the SLSMC, sufficient proof that it is in compliance with the above-mentioned requirements.

### **SECTION 17 – Environmental Protection**

The Contractor shall conform to the requirements of the document entitled SLSMC Corporate Environmental Policy available on SLSMC's Internet site at the following address:

<https://greatlakes-seaway.com/en/about-us/slsmc-management/corporate-social-responsibility/>

### **SECTION 18 – Termination Upon Expiration of CMA Agreement**

The SLSMC is a party to an agreement with Canada pursuant to Section 80(5) of the Canada Marine Act (the "CMA Agreement") for the operation of the Seaway. The CMA Agreement is set to expire on March 31, 2024. SLSMC's authority to assume contractual obligations beyond March 31, 2024 is subject to the renewal of the CMA Agreement.

If the CMA Agreement is not renewed, this Contract may be assigned to a SLSMC successor where agreed by the Contractor and successor. In the absence of an assignment, this Contract shall automatically terminate upon expiration of the CMA Agreement. SLSMC shall pay for any Work performed up to the effective date of termination or assignment. Notwithstanding anything to the contrary in the Contract, the Contractor shall not be entitled to any payment for costs not incurred or for Work not performed, including, without limitation, any lost profits relating to Work not performed.

**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.