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**1.0 DEFINITIONS:**

When used in these General Terms and Conditions or in any Supplemental Terms and Conditions with initial or complete capitalization, the following terms, whether used in the singular or the plural, shall have the following meanings**:**

1.1 **Acceptance**: Final approval in writing by the Company Representative, indicating apparent conformity of the Work to the requirements of the Contract, in accordance with Section 49.0.

 1.2 **Affiliate**: With respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person, and for the purposes of this definition, the root word “control” means the direct or indirect possession of the power to direct, or to cause the direction of, the management and policies of a Person through the ownership of voting securities or a general partnership interest or a limited liability company interest or by contract or otherwise.

1.3 **Agents**: A Party’s or any of such Party’s Affiliates’ attorneys and other partners, advisors, contractors (including, in the case of Supplier, its Subcontractors and in the case of Purchaser, the Company Representative), directors, employees, managers, officers, and other agents and representatives.

1.4 **Change Form**: A Purchaser change form or change order that serves as an amendment to the Contract and may include changes in the scope of Work.

1.5 **Changed Work**: Work that deviates from the Work originally authorized by the Contract, resulting in a change in the scope of, or the time required to perform, or the cost of performing, the Work.

1.6 **Company Representative**: The individual(s) designated by Purchaser within the Purchase Document as having responsibility and authority for administration of the Contract on behalf of Purchaser. Company Representative may sometimes be referred to in the Contract as “contract coordinator.” If the Company Representative is not identified in the Contract, Supplier shall obtain the identity of the Company Representative from Purchaser’s procurement representative identified in Contract.

1.7 **Confidential Information**: All information, that is disclosed by one Party (“Disclosing Party”) directly, or indirectly through any of its Agents, to the other Party (“Receiving Party”) or any of the Receiving Party’s Agents, regardless of the form in which such information is communicated or maintained (e.g., oral, written, electronic, or visual) and regardless of whether such information is prepared by the Disclosing Party or a third party, including but not limited to all records; reports; analyses; notes; memoranda; documentation; data; specifications; diagrams; statistics; systems and software; manuals; business plans; operational information and practices; processes (regardless of whether or patented or patentable or reduced to practice); customer lists; contractual arrangements with, and other information about, a Party’s suppliers, distributors, and customers; and other information that is based on, or contains or reflects, any such Confidential Information. All information received by, or disclosed to, a Party or any of such Party’s Affiliates or any of such Party’s or any of such Party’s Affiliates’ respective Agents from or through the other Party or any of the other Party’s Affiliates or any of the other Party’s or any of the other Party’s Affiliates’ respective Agents shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential or as otherwise set forth in Section 62.1.

1.8 **Construction Act**: The applicable provincial construction lien act, if any, and any successor statute(s) thereto (including all rules and regulations promulgated thereunder) governing or having jurisdiction over the Work, as any or all of the same may be amended from time to time.

1.9 **Contract**: The agreement between Purchaser and Supplier as set forth in (i) the body of the Purchase Document, (ii) these General Terms and Conditions, (iii) such other documents as may be incorporated into the Purchase Document (e.g., Supplemental Conditions, drawings, and specifications), (iv) the schedule provided pursuant to Section 36.0, and (v) any subsequent Change Forms and Releases.

1.10 **Contract Price**: The authorized dollar value of the M&S Services (or portion thereof) under the Contract, the same may be amended by subsequent Change Forms and Releases and reduced by Section 11.0.

1.11 **CSAE 3416 Report**: Any audit report in respect of Supplier and the Work that is prepared in conformance with Canadian Standard on Assurance Engagements (CSAE) 3416, as promulgated by the Auditing and Assurance Standards Board, or such equivalent report as may be set forth in succeeding guidance that replaces or modifies such standard as part of generally accepted accounting or auditing principles followed in Canada.

1.12 **Cure**: Supplier's obligation and actions to repair, replace or otherwise correct any failure to meet a warranty obligation or to repair, replace or otherwise correct any defect or deficiency in, or other non-conformance of, the Work with the conditions and standards prescribed in Section 58.0.

1.13 **ER&UPO Services**: The emergency response and unplanned outage services described in the Scope of Work.

1.14 **General Terms and Conditions**: These Negotiated General Terms and Conditions for Contract Work that are comprised of Sections 1.0 through 70.0.

1.15 **Hazardous Material**: Any substance or material (regardless of whether solid, liquid or gas) that is classified as, or is otherwise deemed to be, a “hazardous substance,” a “toxic substance,” a “radioactive material”, a “product, equipment or device containing hazardous material” or other similar designation under, or is otherwise subjected to regulation pursuant to, any applicable law, rule or regulation.

 1.16 **ISO 27001/27002 Certification**: A certification that Supplier’s information security management system satisfies the information security standard of the International Organization for Standardization and the International Electrotechnical Commission, or an equivalent report or certification applicable to international locations.

1.17 **Jobsite**: The location(s) where the Work shall be performed as specified in the Contract.

1.18 **Law**: Any act, statute, ordinance or other law, or any rule, regulation, Permit, writ, order, judgment, injunction, decree, guideline, policy, mandate or similar form of decision, determination or directive by, or any interpretation or administration of, any of the foregoing by any governmental authority, as the same may be amended, modified, supplemented or restated and in effect from time to time.

1.19 **M&S Services**: The maintenance services and storage of spare materials services described in the Scope of Work.

1.20 **Notice**: Formal written correspondence, providing notice of action, intent, purpose or the like and given under the provisions of the Contract. Except as may be otherwise explicitly provided in the Contract, Notice shall be delivered in person or by certified mail or nationally-recognized overnight courier service to the Company Representative or Supplier, as the case may be, and shall be effective when received, provided that Notice actually delivered by other means or modes of delivery shall be deemed effective when received. General correspondence does not constitute Notice.

1.21 **Parties**: Purchaser and Supplier.

1.22 **Party**: Purchaser or Supplier, as the case may be.

1.23 **Permit**: Any approval, authorization, clearance, consent, exemption, franchise, license, permit, variance, waiver or similar document or instrument of or from, or filing or registration with, or notice to, any governmental authority.

1.24 **Person**: Any natural person, association, corporation, joint stock company, joint venture, limited liability company, partnership, trust, unincorporated association or organization, or governmental authority or other entity or enterprise of whatever kind or nature.

1.25 **Personal Information**: Any one or more data elements, as identified in applicable Law, of a Person (including any contractor, customer, employee or retiree of Purchaser or any of its Affiliates), including but not limited to social insurance numbers, driver’s license numbers or other government issued identification numbers, financial account numbers or credit or debit card numbers when combined with an access code, a security code or a password, personal user names or email addresses when combined with a password or the answer(s) to a security question(s), personal medical information, passport/alien registration information, dates of birth, tax identification numbers, biometric data, health insurance policy numbers when combined with a unique identifier, and salary information.

1.26 **Project**: The total construction of which the Work may be the whole or a part.

1.27 **Purchase Document**: The Purchaser form of purchase order or contract that is a part of, and incorporates any and all other documents (including these General Terms and Conditions) comprising, the Contract.

1.28 **Purchaser**: The entity named and designated as the Purchaser in the Purchase Document, including its successors and assigns.

1.29 **Purchaser Parties**: Purchaser and its Affiliates and its and their respective Agents.

1.30 **Records**: Has the meaning set forth in Section 24.1.

1.31 **Release**: A written document (including but not limited to electronic mail and facsimile transmissions) serving as a delivery or work authorization by Purchaser, authorizing Supplier to commence the Work (or a portion thereof) or amending or revising a previous Release. Releases shall be valid only to designate from time to time the Company Representative, the method of compensation, price, time of performance and other matters relative to the scope of Work, and when issued under the Contract, a Purchaser purchase order may serve as a Release, provided that no Release shall amend, supersede or otherwise materially change in any way the material terms and conditions of the Contract.

1.32 **Scope of Work**: The Scope of Work attached to, or otherwise specified in, the Purchase Document or a Release.

1.33 **SSAE 16 Report**: Any audit report (including both those commonly referred to as “Type I” and “Type II” and/or SOC 1, SOC 2, and SOC 3) of which Supplier is the subject and which is prepared in conformance with Standards for Attestation Engagements No. 16, as promulgated by the American Institute of Certified Public Accountants, or an equivalent report as may be set forth in succeeding guidance which replaces or modifies those standards as part of generally accepted accounting or auditing principles followed in the United States of America.

1.34 **Subcontractor**: Any Person having a formal or informal agreement with Supplier to perform or otherwise provide any part of the Work. The term Subcontractor shall include, without limitation, contractors, vendors and suppliers of Supplier.

1.35 **Superintendent**: Supplier's designated representative at the Jobsite during the term of the Contract, as further defined in Section 12.0.

1.36 **Supplemental Conditions**: Any Supplemental Conditions that have been, or shall be, attached to, and incorporated into, the Purchase Document.

1.37 **Supplier**: The individual or organization responsible for performing the Work.

1.38 **Supplier Agent**: Has the meaning set forth in Section 51.1.

1.39 **Transmission Line**: Purchaser’s so-called East-West Tie Line, a 230 kV double-circuit, electric-power transmission line that runs approximately 450 kilometers generally between Thunder Bay and Wawa in Northern Ontario.

1.40 **Waste**: Any substance or material (regardless of whether solid, liquid or gas) that is a “contaminant” or “pollutant” or is “discarded material,” “hazardous waste,” “unused material,” or other similar designation under, or otherwise subject to regulation pursuant to, any applicable Law.

1.41 **Work**: Any and all ER&UPO Services and M&S Services, any Cure, and any and all consumables, drawings, equipment, goods, labour, manuals and other documents, materials, reports, structures, and other things incorporated therein required for Supplier to perform and timely complete the ER&UPO Services, the M&S Services, any Cure and any of its other obligations under the Contract.

# 2.0 WORDS AND PHRASES:

Where the words "as shown," "as detailed," "as indicated," or other such words are used in the Contract, reference is to the specified drawings and specific instructions, unless the context clearly indicates otherwise. Except as otherwise expressly provided, words such as “acceptable,” "approved," “proper,” "reasonable," “satisfactory,” "suitable," and words or terms of similar import shall mean satisfactory in the judgment of Purchaser only to the extent of judging the apparent compliance of the Work with the Contract. "As ordered", "as directed", "as required", "as permitted", "as allowed", or other such words shall mean the action of Purchaser is intended only to the extent of judging the apparent compliance of the Work with the Contract and to require appropriate action. The parties explicitly recognize that Purchaser's judgments for apparent compliance of the Work with the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser. Wherever the Contract provides that Supplier shall perform certain Work "at its expense" or "without charge," or that certain Work "shall not be paid for separately," such quoted or similar words and phrases mean that Supplier shall not be entitled to any additional compensation from Purchaser for such Work, and the cost thereof, unless otherwise specified, shall be considered as included in the payment for other items of Work.

# 3.0 EFFECT OF SECTION HEADINGS:

Section headings appearing in the Contract are inserted for convenience of reference only and are to be given no force or effect or other consideration in construing the Contract**.**

# 4.0 SUPPLIER'S REPRESENTATIONS:

4.1 Supplier is familiar with the nature and location of the Jobsite and the Work, including the conformation and configuration of the ground (including but not limited to the character, quality and quantity of the materials to be encountered above and below ground), environmental conditions (including but not limited to seasonal weather conditions), the kinds of equipment and facilities that will be needed to perform or otherwise provide the Work, the general and local conditions (including but not limited to labour relations and applicable Laws) that may in any way affect the performance of the Work. Supplier shall have no claim for additional compensation or additional time based solely on a lack of knowledge of such conditions insofar as its performance of M&S Services in respect of those portions of the Transmission Line that run coextensively with Supplier’s adjacent electric-power transmission lines are concerned.

4.2 Records of Jobsite conditions above and below ground (including but not limited to water records) and other observations and examinations that may have been made by or for Purchaser shall be made available to Supplier upon Supplier’s request, but Purchaser makes no express or implied guarantee, representation or warranty as to the accuracy or completeness of any such records or other observations or examinations, and subject to Purchaser acting in good faith, any reliance by Supplier on any such records or other observations or examinations shall be solely at Supplier’s risk.

4.3 Supplier shall secure from Purchaser, and Purchaser shall provide, all information necessary for the performance of the Work prior to commencing such Work.

4.4 Prior to commencing any portion of the Work, Supplier shall carefully review all applicable drawings and specifications and shall promptly provide to the Company Representative Notice of any conflict with applicable Laws or of any errors, inconsistencies or omissions it may discover therein. Supplier shall not be liable to Purchaser for any damage resulting from any such conflicts, errors, inconsistencies or omissions in the drawings or specifications. Supplier shall not perform any portion of the Work until it receives approved drawings, specifications or other instructions to do so from the Company Representative.

4.5 Purchaser and Supplier assume no responsibility for any understandings or agreements made by any of its representatives during or prior to execution of the Contract, unless such understandings or agreements are expressly stated in the Contract.

4.6 All loss or damage to Supplier assets or operations arising out of the performance of the M&S Services (including but not limited to loss or damage arising out of the action of the elements or any unforeseen circumstance in the prosecution of the M&S Services, including inefficiencies or claims of inefficiencies), that is not caused by Purchaser or its Agents shall be borne by Supplier at its own cost and expense.

4.7 Supplier is fully experienced in projects of the nature, scope and magnitude of the Work and is properly qualified, registered, organized, licensed, financed and otherwise equipped to perform the Work.

# 5.0 STANDARDS AND CODES:

5.1 All oral and written correspondence, invoicing, reports, and other communications relating to the Contract shall be in the English language. All designs, drawings, specifications and other technical submittals shall be provided in a format consistent with the technical standards for presentation of such material then in effect by the prevalent United States of America and/or Canadian organization responsible for the promulgation of such standards, including, but not limited to, American National Standards Institute, Canadian Standards Association, Institute of Electronic Engineers, American Society of Mechanical Engineers, National Electric Code, and National Electrical Manufacturer's Association. All measurements shall use the English and metric systems unless otherwise specifically set forth in the Contract. Unless otherwise directed by Purchaser in writing, all monies due shall be invoiced and payable in Canadian Dollars.

5.2 Whenever references are made in the Contract to standards or codes in accordance with which Work is to be performed, such standards or codes, as in effect on the date of the Purchase Document (if the applicable Scope of Work is attached to, or otherwise specified in, the Purchase Document) or the applicable Release (if the applicable Scope of Work is attached to, or otherwise specified in, a Release) shall apply unless otherwise expressly set forth in the Contract.

5.3 In the event of any conflict between or among any referenced codes, specifications and standards and the specifications in the Contract, the more stringent shall govern.

# 6.0 DRAWINGS AND SPECIFICATIONS:

6.1 Drawings and specifications furnished by Purchaser are the property of Purchaser and shall not be used by Supplier on other jobs and shall be returned by Supplier to Purchaser upon request of Purchaser, provided that Supplier may retain copies thereof for its archival and recordkeeping purposes.

6.2 Engineering designs, drawings and specifications relating to construction Work shall be provided by Purchaser to Supplier and shall be adhered to by Supplier in the performance of such Work. Any additional information relating to the Work may be provided by or through the Company Representative, provided that, except as otherwise expressly agreed by the Parties pursuant to a duly executed Change Form, any such additional information shall not be interpreted as requiring or permitting Supplier to deviate from approved designs, drawings and specifications.

6.3 Any review of Work in process or clarification of designs, drawings or specifications by the Company Representative, whether in the course or as a result of any such on-site review or in the process of approving shop drawings for temporary construction of construction processes or otherwise, shall be for the purpose of observing the extent and nature of the Work then completed or then being performed, as measured against the designs, drawings and specifications set forth in the Contract, or for the purpose of enhancing Supplier’s understanding of such designs, drawings and specifications so as to ensure that the completed Work conforms thereto and shall not in any way relieve Supplier of its responsibility for the proper performance of the Work, including but not limited to the means and methods to be employed in the performance of the Work. No deviation from approved designs, drawings or specifications that may exist during any such on-site review by the Company Representative of Work in process, regardless of whether such deviation is called to Supplier's attention, shall not in any way relieve Supplier of its responsibility to complete all Work in accordance with the applicable designs, drawings and specifications.

6.4 If in the course of performing the Work, Supplier determines, observes, or questions any part of the Work that, notwithstanding compliance with the applicable designs, drawings and specifications, may render the Work to be deficient, unsafe or in noncompliance with codes or standard industry practice, Supplier shall so notify the Company Representative in a timely manner, provided that it is acknowledged that Supplier has no liability for Purchaser’s designs, drawings and specifications.

6.5 If applicable, Supplier shall be furnished with at least one (1) hard copy of specification text and drawings smaller than 11 inches x 17 inches and one (1) reproducible copy of larger drawings that comprise Project plans associated with the Work. Supplier shall at all times keep at least one (1) copy of such plans accessible on the Jobsite, and all approved revisions shall be entered on such copy.

6.6 Upon completion of any and all applicable portions of the Work, Supplier shall furnish Purchaser with a complete set of drawings and specifications, including any and all revisions and modifications as they are incorporated into the Work.

# 7.0 LINES AND GRADES:

7.1 Unless otherwise specified in the Contract and if applicable, the Company Representative shall provide Supplier with sufficient control lines and grades. All transition of such control lines to the point of execution of the Work shall be the responsibility of Supplier and shall be subject to verification of the Company Representative at any time.

7.2 Supplier shall carefully preserve all control lines provided by the Company Representative and, in case of their destruction or removal by Supplier or any Subcontractor, Supplier shall immediately notify the Company Representative thereof and re-establish the control lines at Supplier's expense.

# 8.0 CONTRACT INTERPRETATION:

8.1 All claims of Supplier and all questions that Supplier may have concerning Contract clarification, interpretation or performance or compensation or an extension of time thereunder shall be submitted in writing to the Company Representative for determination within a reasonable time, and Supplier shall proceed with the Work at the direction, and in accordance with the determinations of the Company Representative.

8.2 In the event of any conflict between or among any of the provisions of the constituent parts of the Contract, the following order of precedence shall apply, except as may be otherwise explicitly provided in the Contract: (i) Change Forms first, (ii) the Purchase Document (excluding all documents incorporated therein) second, (iii) Supplemental Conditions third, (iv) these General Terms and Conditions fourth, (v) Releases fifth, and (vi) other documents incorporated into the Purchase Document. Releases shall not in any way amend, supersede, supplement or otherwise change the terms and conditions of the Contract, except as may be otherwise expressly provided in these General Terms and Conditions. In the event of any conflict among Change Forms, the Change Form with the most recent date shall take precedence. In the event of any conflict among Releases, the Release with the most recent date shall take precedence.

 8.3 Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

8.4 The Parties have requested that the Contract and all related documents (unless otherwise expressly provided herein or therein) be drafted in the English language. Les parties aux présentes ont requis que cette entente ainsi que tous les autres documents reliés (à moins de mention à l’effet contraire) soient rédigés en langue anglaise.

# 9.0 DISPUTES AND CLAIMS:

9.1 When and if particular provisions of the Contract explicitly set forth the process and procedures for resolving claims or disputes arising thereunder, such claims or disputes shall be resolved only pursuant to such process and procedures. In the absence of any such provisions, all claims or disputes shall be resolved by the Company Representative and his Supplier counterpart, and if the Company Representative and his Supplier counterpart cannot resolve such claim or dispute within fifteen (15) days after such claim or dispute arises, such claim or dispute shall be submitted to senior executives of the respective Parties for resolution, and if such claim or dispute is not resolved pursuant to the foregoing provisions of this sentence within thirty (30) days after such claim or dispute arises, either Party may pursue legal action in respect of such claim or dispute pursuant to the provisions of Sections 9.2 and 9.3.

9.2 Any legal action brought to resolve a claim or dispute under and in accordance with the Contract shall be brought only in the courts of the Province of Ontario, Canada, and each of the Parties hereby irrevocably consents to, and accepts generally and unconditionally, such jurisdiction and irrevocably waives any objections, including but not limited to any objection to the laying of venue or otherwise based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action in such jurisdiction, provided that the foregoing provisions of this sentence shall be without prejudice to the right of the prevailing Party to seek enforcement of any judgment in a court in any jurisdiction where the losing Party or its property may be located. Each Party hereby irrevocably consents to the service of any and all process in any legal action or proceeding by delivery of copies of such process by commercial courier to it at its address set forth in the Purchase Document or in any other manner permitted by applicable Law.

9.3 Each of the Parties hereby knowingly, voluntarily, irrevocably and intentionally waives any right that it may have to a trial by jury in respect of any legal action based upon, or arising under or out of, or in connection with, the Contract or the performance of any of the Work.

# 10.0 SUPPLIER'S PERFORMANCE:

Subject to the billing procedures and pricing set out in the Contract, Supplier shall pay for and otherwise provide all such consumables, equipment, labour, machinery, materials, tools, transportation, and water, power and other utilities and other facilities, goods and services, except those provided by Purchaser, as shall be required for the proper and timely execution and completion of the Work in accordance with the Contract**.**

# 11.0 CONSTRUCTION EQUIPMENT:

At Supplier request, if Purchaser elects to furnish to Supplier for the purpose of performing the Work a suitable item of construction equipment with an original purchase price of five hundred dollars ($500) or more, the Contract Price shall be reduced by the mutually-agreed amount of any savings realized by Supplier as a result thereof**.**

# 12.0 SUPERVISION OF THE WORK:

12.1 Supplier shall provide a competent Superintendent and other adequate supervision on the Jobsite at all times during performance of the Work to ensure that the Work is being performed in accordance with the Contract. Purchaser shall have the right to review the experience, qualification and certification record of Supplier's key personnel prior to their assignment to the Work.

12.2 Superintendent shall represent Supplier and shall not be removed from the Work without prior Notice to Purchaser.

12.3 Supplier, the Superintendent and Supplier's other supervisors shall cooperate at all times with Purchaser, the Company Representative and other contractors and subcontractors in all matters, including labour relations.

12.4 In the event of any reassignment or other change in key personnel, including but not limited to the Superintendent, Supplier shall provide an overlap of key personnel for a period of time sufficient to ensure that the performance of the Work is not adversely affected by such reassignment or other change. All costs of such overlap shall be borne by Supplier and shall not be reimbursable under the Contract.

# 13.0 COOPERATION WITH OTHERS:

Supplier shall cooperate with Purchaser in scheduling, sequencing and performing the Work in such a manner as to limit interference with other work being performed at the Jobsite**.**

# 14.0 CHARACTER OF WORKERS:

14.1 Supplier shall at all times enforce strict discipline and good order among personnel engaged in the performance of the Work and shall ensure that all of its and its Affiliates’ and Subcontractors’ personnel are skilled in performing, and are otherwise qualified to perform, the portion of the Work to be performed by such personnel. Supplier shall immediately remove from the Work and the Jobsite any of its or its Affiliates’ or Subcontractors’ personnel whom it determines to be unfit or who create disciplinary, security or safety problems.

14.2 To the maximum extent permitted by applicable Law, Purchaser reserves the right to direct Supplier to remove immediately from the Work and the Jobsite any of Supplier’s or its Affiliates’ or Subcontractors’ personnel (i) who, in the opinion of Purchaser, pose any threat to the security, safety or health of Purchaser or its property or customers or the general public, (ii) whose conduct, in the opinion of Purchaser, adversely affects the performance of the Work or reflects unfavorably upon Purchaser, (iii) who have been previously terminated for cause by Purchaser or any of its Affiliates, or (iv) who have committed, or are alleged to have committed, any act of fraud, embezzlement, theft (or conversion) or other violation of Law, regardless of whether such act of fraud, embezzlement, theft (or conversion) or other violation of Law occurs, or is alleged to have occurred, during the performance of the Work or otherwise in connection with the Contract, provided that Purchaser will indemnify Supplier against all claims, costs, liabilities and expenses associated with such direction where such direction was improper, unjustified or exercised in bad faith.

14.3 [Intentionally Omitted]

14.4 Within twenty-four (24) hours after Purchaser’s request therefor, Supplier shall provide to the Company Representative a written list of the names of Supplier’s and its Affiliates’ and Subcontractors’ personnel who have been assigned to participate in the Work during the period under report and whose work could reasonably involve unescorted physical access to Purchaser’s buildings on Purchaser’s premises or password access to Purchaser automated systems.

14.5 Supplier shall promptly reimburse Purchaser for all costs incurred by Purchaser as a result of any proven act of embezzlement, fraud or theft (or conversion) committed by Supplier or its Affiliates’ or Subcontractors’ against Purchaser or its Affiliates or any of Purchaser’s or its Affiliates’ equipment, materials, supplies or other personal property in the performance of this Contract.

# 15.0 LABOUR RELATIONS:

15.1 Prior to, and in connection with, the performance of the Work, Supplier shall establish and administer a labour relations program that is in compliance with all applicable Laws and is reasonably satisfactory to Purchaser.

15.2 If Supplier becomes aware of labour relations difficulties that may affect the progress of the Work, it shall immediately notify the Company Representative thereof, and if such difficulties result in a strike, lockout or other labour dispute or problem that delays or otherwise disrupts the performance of the Work for more than forty-eight (48) hours, Purchaser may substitute for Supplier a third-party contractor to perform the Work until such strike, lockout or other labour dispute or problem is resolved and Supplier is able to resume performance of the Work in accordance with the requirements of the Contract, and the Contract Price shall be reduced accordingly pursuant to a duly executed Change Form.

15.3 Failure of Purchaser to exercise any of its rights under this Section 15.0 shall not constitute a waiver of those rights with respect to future labour problems. Supplier's ability to obtain labour to perform its own Work shall not constitute a defense if Supplier's labour problems are disrupting the work of other third-party contractors or Purchaser.

# 16.0 SUPPLIER'S WORK AREA:

Purchaser shall assign to Supplier such Jobsite work areas as Supplier shall reasonably require in order to perform the Work as efficiently as reasonably practicable. Supplier shall confine its assembly work, equipment and vehicle parking and its office, shop storage and other facilities to the areas so assigned. If in connection with the performance of M&S Services Supplier finds it necessary or advantageous to use any additional land outside the Jobsite for any purpose whatsoever, Supplier shall make its own arrangements for the use of such additional land, including any and all facilities and activities thereon, at its sole cost and expense.

# 17.0 SUPPLIER'S BUILDINGS:

The buildings and other structures and trailers erected or otherwise provided by Supplier at the Jobsite as reasonably required in order to perform the Work as efficiently as reasonably practicable shall be permitted only when and at such places as reasonably designated by the Company Representative, and such buildings and other structures and trailers shall be prominently marked with Supplier’s or its applicable Affiliate’s or Subcontractor’s name and logo. Housekeeping and lighting, safety and sanitary conditions in or about such buildings and other structures and trailers shall at all times be the responsibility of Supplier and shall be provided and observed by Supplier and its Affiliates and Subcontractors in a manner satisfactory to the Company Representative**.**

# 18.0 SUPPLIER'S PLANT, EQUIPMENT AND FACILITIES:

18.1 Supplier shall provide and use in the performance of the Work such equipment, machinery, materials and facilities as shall be necessary to perform the Work in accordance with the Contract and within the time or times specified therein or at such other time specified by the Company Representative and agreed to by the Supplier.

18.2 Before proceeding with the Work, Supplier shall furnish to Purchaser all such drawings and other information as Purchaser may reasonably request relative to the machinery and equipment and the Jobsite facilities and structures, including but not limited to offices, warehouses and other structures (including camps and other temporary structures), that Supplier proposes to employ and erect at the Jobsite in connection with the performance of the Work. Upon its receipt of written notification from Purchaser, Supplier shall discontinue the use of unsatisfactory machinery or equipment or unsatisfactory facilities or other unsatisfactory structures and shall either modify such unsatisfactory machinery or equipment or such unsatisfactory facilities or other unsatisfactory structures to Purchaser's reasonable satisfaction or remove the same from the Jobsite at Supplier's expense.

# 19.0 PROTECTION OF PROPERTY:

19.1 Supplier shall not close, damage, obstruct or otherwise interfere with any highway, road, utility or other facility or property until all required notifications thereof (including notifications to affected parties) have been given and all required operating licenses and other permits and approvals therefor have been obtained by, or provided to, Supplier. If any highways, roads, utilities or other facilities or properties are closed, damaged or otherwise obstructed or rendered unsafe by Supplier's operations, Supplier shall bear the cost of making such repairs and providing such temporary guards, and installing such lights and other signals and signage, as shall be required or otherwise necessary for the safety of all persons, including the general public.

19.2 Except as may be otherwise explicitly provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any ditch or pipeline or any computer, electric or telecommunication transmission line or system or any other structure, or enter upon lands in their natural state, without the prior approval of the Company Representative. Supplier shall not be entitled to any additional compensation or extension of time for performance of M&S Services because of any delay or interference occasioned by any such ditch, pipeline, transmission line or other structure being on, or adjacent to, the Jobsite (except to the extent that such ditch, pipeline, transmission line or other structure shall not have been on, or adjacent to, the Jobsite on the effective date of the Contract) except to the extent of any delay by the applicable owner in granting any necessary consent, right of access or permission.

19.3 Except as part of the scope of the Work under the Contract or as may be otherwise explicitly provided in the Contract or approved by the Company Representative, Supplier shall preserve and protect and prevent any loss of, or damage to, all cultivated areas, roadways, utilities and other structures on, and improvements to, real property on or adjacent to the Jobsite and shall bear the cost of repairing any damage to any such areas and vegetation thereon (including but not limited to the unauthorized cutting of trees and other vegetation) caused by Supplier or any of its Affiliates or Subcontractors.

# 20.0 SANITATION:

Except as may be otherwise explicitly provided in the Contract, any and all necessary sanitary conveniences for use by Supplier's and its Affiliates’ and Subcontractors’ personnel at the Jobsite shall be furnished and maintained by Supplier in such manner, and at such locations, as shall be approved by the Company Representative.

# 21.0 HEALTH AND SAFETY:

21.1 Supplier shall be solely responsible for the health and safety of its and its Affiliates’ and Subcontractors’ personnel who are engaged in the performance of the Work and for the protection of the environment in the course of performing the Work, including the administration of, and compliance with, its health and safety and environmental policies and programs and Purchaser’s applicable Jobsite rules and regulations (copies of which shall be provided to Supplier upon request) in accordance with all applicable Laws (including but not limited to the Ontario Health and Safety Act and Canada Labour Code), and shall promptly report to Purchaser all Work-related injuries, illnesses, and other health and safety and environmental incidents.

21.2 Supplier shall take all reasonable and prudent precautions for the preservation and protection of the environment, the Work (including equipment and materials that are in the custody of Supplier and are to be incorporated into the Work, regardless of whether such equipment and materials are stored on or off the Jobsite) and the equipment and other property of others (including Purchaser and its Affiliates and its and their respective customers and third-party contractors) that may be on or at the Jobsite from the performance of the Work.

21.3 Supplier shall not suffer or permit the presence or use of firearms, alcoholic beverages, or drugs or other controlled substances on or at the Jobsite.

21.4 Supplier shall not, and shall not permit any of its Affiliates or Subcontractors to, discharge dust, smoke, or other air contaminants from the Jobsite into the atmosphere in violation of applicable Laws and shall use commercially reasonable efforts to minimize dust conditions in all areas of the Jobsite affected by the performance of the Work.

21.5 Supplier shall not, and shall not permit its Affiliates or Subcontractors to, store or use chemicals on the Jobsite in amounts that exceed the limits prescribed by applicable Laws without the prior written consent of the Company Representative. Supplier’s request for any such consent shall include a risk management plan, which shall comply with all applicable Laws. Supplier shall, and shall ensure that its Affiliates and Subcontractors, store, use and otherwise handle, and dispose of all used and unused flushing and cleaning agents and all oil and petroleum Wastes in accordance with all applicable Laws.

21.6 When the performance of the Work requires the use explosives or other Hazardous Materials, Supplier shall give Notice thereof to the Company Representative at least twenty-four (24) hours prior to bringing any such Hazardous Materials to the Jobsite and shall, and shall cause its Affiliates and Subcontractors to, (i) exercise the utmost care in the storage, use and other handling, and disposition of such Hazardous Materials and (ii) store, use and otherwise handle, and dispose of such Hazardous Materials under the supervision of properly qualified personnel and in accordance with all applicable Laws.

21.7 Supplier shall maintain and implement a health and safety education and training program that complies with all applicable Laws for the purpose of maintaining a safe workplace at the Jobsite and ensuring the health and safety of its and its Affiliates’ and Subcontractors’ personnel and all other persons (including the general public) on and around the Jobsite, and if requested by Purchaser, Supplier shall provide Purchaser with (i) copies of such education and training program and related materials and (ii) copies of, and reasonable access to, any health and safety incident logs maintained by Supplier pursuant to applicable Laws. The Company Representative shall have access at all times to the Jobsite and all of Supplier’s structures and other facilities thereon for the purposes of observing and auditing Supplier’s compliance and that of its and its Affiliates’ and Subcontractors’ personnel with Supplier’s aforementioned health and safety training program and all applicable Laws. Except as may be otherwise explicitly provided in the Contract, Supplier shall provide and maintain adequate first-aid facilities at the Jobsite.

21.8 Supplier shall ensure that, in all cases, its and its Affiliates’ and Subcontractors’ personnel have received all training that is required by applicable Law and is necessary in order to properly and safely perform the applicable Work and operate any applicable equipment in compliance with all applicable Laws and the applicable equipment manufacturer’s operating instructions. Supplier shall make available to the Company Representative, upon request, evidence of such training.

21.9 Supplier shall erect and maintain and implement, as required by existing conditions and progress of the Work and all applicable Laws, all appropriate safety-related safeguards, including but not limited to posting danger signs and other warnings against hazards and notifying owners and users of adjacent utilities, and except as may be otherwise explicitly provided in the Contract, Supplier shall provide and maintain adequate first-aid facilities at the Jobsite whenever Work is being performed thereon or thereat and shall be solely responsible for the design, construction, installation, use, and adequacy of all machinery and equipment and structures, including but not limited to bracing, scaffolding, shoring, temporary supports, and safety precautions and devices used by Supplier and its Affiliates and Subcontractors in the performance of the Work.

21.10 Workplace safety and the safety of all persons who may be affected by the Work, including but not limited to Supplier’s and its Affiliates’ and Subcontractors’ personnel and the general public, and protection of the environment are integral parts of Supplier's obligations and duties owed to Purchaser under the Contract. If Purchaser notifies Supplier of the need for enhanced human safety or environmental protection practices based upon Purchaser’s observations or the findings or recommendations of any governmental authority of competent jurisdiction, Supplier shall immediately undertake an investigation and take appropriate corrective action before performing any further Work, provided that no such notification of Supplier by Purchaser shall relieve Supplier of any of its obligations, responsibilities or liabilities under this Section 21.0. Any civil or criminal penalties or costs of compliance suffered or incurred by Supplier for failure to comply with applicable health and safety or environmental Laws shall be the sole responsibility and liability of Supplier and shall not be reimbursable by Purchaser under the Contract, and Supplier shall reimburse Purchaser for any penalties and cost of compliance suffered or incurred by Purchaser as a result of Supplier’s failure to comply with applicable health and safety, environmental or other Laws.

# 22.0 CLEANING UP:

Supplier shall keep the Jobsite in a clean and safe condition at all times and shall be responsible for the clean up and off-Jobsite disposal of its and its Affiliates’ and Subcontractors’ scrap, trash, Waste and other debris. Supplier shall, and shall cause its Affiliates and Subcontractors to, remove from the Jobsite all machinery and equipment, temporary structures and other facilities, and surplus materials as and when the same are no longer needed to perform the remaining Work. Upon completion of the Work and before final payment is made, Supplier shall return to Purchaser’s warehouse or designated lay down area(s) any salvageable, unused materials for which Supplier shall have been reimbursed by Purchaser or which shall have been supplied by Purchaser for incorporation into the Work but shall not have been incorporated therein and shall leave the Jobsite in a clean and safe condition to the reasonable satisfaction of the Company Representative, provided that, if Supplier fails to fulfill any of its obligations under the foregoing provisions of this sentence, such obligations may be fulfilled by Purchaser at Supplier’s expense**.**

# 23.0 RECORDS AND ACCOUNTS:

Supplier shall maintain such records and accounts in connection with the performance of the Work as shall permit Supplier to furnish Purchaser with an accurate written allocation of the total amount paid for the performance of the Work according to the billing requirements of the Contract.

# 24.0 AUDITS OF SUPPLIER'S RECORDS:

24.1 Subject to Sections 24.3 and 24.4, the applicable books and records of Supplier relating to this Contract shall be open to inspection and audit by Purchaser or its authorized representative for the to the extent necessary for the purposes of verifying the actual amounts charged and units expended by Supplier and its Affiliates and Subcontractors in the performance of the Work, provided that such records and reports shall be deemed to be Confidential Information of Supplier and its Affiliates and Subcontractors and shall be treated accordingly by Purchaser and its authorized representative.

24.2 [Intentionally Omitted]

24.3 For the purposes of implementing the provisions of Sections 24.1 and 24.2, Purchaser or its authorized representative shall have access to the applicable books and records of Supplier and its Affiliates and Subcontractors until two (2) years after the date of final payment by Purchaser to Supplier under the Contract.

24.4 For the purposes of implementing the provisions of Sections 24.1 and 24.2, upon Purchaser’s request not more than once during any contract year, Purchaser or its authorized representative shall have supervised access to all relevant facilities of Supplier that relate to the performance of the Work of Supplier and its Affiliates and Subcontractors during customary working hours and shall be provided adequate and appropriate work space, in order to conduct inspections and audits pursuant to the provisions of Sections 24.1 and 24.2, provided that Purchaser shall give Supplier reasonable advance Notice of any such intended inspections and audits.

24.5 If and to the extent that the Work is or shall become subject to SSAE 16 or CSAE 3416 reporting, Supplier shall promptly provide to Purchaser, upon Purchaser’s request, a copy of the most recent ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report that is in Supplier’s possession or any subsequent ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report that Supplier obtains that relates to the Work during the period of time when Work is being or shall have been performed, and if any such ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report that Supplier receives during the term of the Contract contains an adverse opinion as to the adequacy of Supplier’s controls, Supplier shall promptly and without request from Purchaser notify Purchaser in writing of that fact. Purchaser shall treat any ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report received from Supplier as confidential, shall not obtain any proprietary interest in the contents of any such ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report, and shall not use or distribute any such report except as shall be necessary to (i) perform Purchaser’s own internal evaluations of Supplier, (ii) enforce the terms of the Contract, (iii) allow Purchaser’s auditors to place reliance on Supplier’s controls, or (iv) fulfill any demand of any regulatory, judicial or other governmental authority upon Purchaser. Notwithstanding any of the foregoing provisions of this Section 24.5 to the contrary, unless otherwise explicitly provided elsewhere in the Contract, the requirements of this Section 24.5 shall apply only to the extent that Supplier possesses, obtains, or maintains a ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report in respect of the Work at any time during the period from and after commencement of the Work until the expiration of all applicable warranties under the Contract, and nothing in this Section 24.5 is intended to be construed as conferring upon Purchaser any right to compel Supplier to obtain a ISO 27001/27002 Certification or SSAE 16 Report or CSAE 3416 Report.

24.6 Supplier shall require Subcontractors to cooperate with Supplier in order to permit Supplier to comply with the provisions set forth in this Section 24.0.

# 25.0 APPROVAL OF SUBCONTRACTORS:

 25.1 Nothing contained in the Contract shall create any contractual relationship between Purchaser and any Subcontractor.

25.2 Prior to commencing Work, Supplier shall deliver to Purchaser a list of proposed major Subcontractors, and Purchaser shall promptly notify Supplier of any objection it may have to any of such proposed Subcontractors, provided that such notification includes reasonable justification for such objection. If Purchaser’s justification for its objection to any such proposed Subcontractor is reasonable, Supplier shall replace such proposed Subcontractor with an acceptable Subcontractor.

25.3 Supplier shall not make any substitution for any major Subcontractor to which Purchaser shall have had no objection, unless such substitution is accepted in writing by Purchaser, provided that Purchaser shall promptly reply to any request by Supplier in respect of a substitution of any such major Subcontractor.

# 26.0 SUBCONTRACTUAL RELATIONS:

All Work performed by a Subcontractor shall be pursuant to an appropriate written agreement between Supplier and such Subcontractor, and such agreement shall preserve and protect the rights of Purchaser under the Contract with respect to the Work to be performed under such agreement, so as to ensure that the subcontracting of such Work does not prejudice such rights of Purchaser. Supplier is liable for its Subcontractor’s compliance with the terms of this Contract.

# 27.0 ASSIGNMENT:

27.1 Neither the Contract nor the rights or obligations of either Party thereunder may be assigned, delegated, transferred or otherwise disposed of by either Party without the other Party’s prior written consent thereto.

27.2 No assignment or transfer of the Contract shall relieve either Party of any of its obligations thereunder unless and until such obligations have been expressly assumed by the assignee, and accepted by Purchaser and Supplier, in writing.

# 28.0 COMMERCIAL ACTIVITIES:

Neither Supplier nor any of its Affiliates or Subcontractors shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on real property owned or controlled by Purchaser, and Supplier shall not, and shall not allow any of its Affiliates or Subcontractors to, engage in any commercial activities unrelated to the performance of Work on the Jobsite**.**

# 29.0 TERM:

The term of the Contract shall conform to the applicable dates set forth in the Purchase Document. Termination shall occur at 11:59 PM (prevailing Eastern time) on the date of termination or expiration specified in the Purchase Document.

# 30.0 WORK AUTHORIZATION:

Except as may be otherwise expressly provided in the Purchase Document or Supplemental Conditions, Supplier shall not commence Work until its receipt and acceptance of a Release from Purchaser. Releases may be sent by post, facsimile or electronic mail. Receipt of a successful facsimile or electronic mail transmission shall constitute confirmation of the receiving party’s receipt thereof.

# 31.0 COMPANY REPRESENTATIVE:

31.1 In addition to other responsibilities delineated in the Contract, the Company Representative shall evaluate whether and to what extent Work performed and materials furnished are in compliance with the terms of the Contract, coordinate the Work with other activities on the Jobsite, and stop or delay the Work whenever the Company Representative determines that such stoppage or delay may be necessary, provided the Supplier shall be entitled to appropriate compensation for any reasonable costs it may incur as a result of any such stoppage or delay.

31.2 The Company Representative shall not have the power to waive any obligations of Supplier under the Contract.

31.3 Except as may be otherwise explicitly provided in the Contract, all communications between Purchaser and Supplier shall be made through the Company Representative.

# 32.0 AGREEMENT TO PAY:

Purchaser shall pay Supplier the Contract Price upon Acceptance of the Work in full conformity with the specifications and other requirements of the Contract.

# 33.0 INVOICES:

33.1 Except as may be otherwise explicitly provided elsewhere in the Contract, prior to the commencement of Work, Purchaser and Supplier shall agree on the method(s) to be used in classifying all costs incurred by Supplier in performing the Work, and Supplier shall then classify all costs in accordance with such method(s) when invoicing Purchaser for Work performed.

33.2 Except as may be otherwise explicitly provided in the Purchase Document, the Supplemental Conditions, or a Release agreed to by Supplier, Supplier shall submit invoices in duplicate, and each invoice shall contain (i) the Purchase Document number, (ii) the applicable Release number, (iii) Purchaser’s M&S number and any applicable serial number(s), (iii) a description of any applicable item, (iv) a description of the applicable Work, (v) any applicable quantity or quantities, (vi) any applicable item prices, (vii) the total price, and (viii) if applicable, the cumulative total amount per Release.

33.3 All invoices are subject to the Company Representative’s verification and approval thereof prior to payment, and such verification and approval shall be done promptly and in accordance with applicable Law.

33.4 Except as otherwise explicitly provided in Section 34.0, all payments shall be due and payable in accordance with the Purchase Document after Purchaser’s receipt of a correct and properly documented invoice therefor.

33.5 If Purchaser makes progress payments for Work not then performed or otherwise advances funds to Supplier with respect to the Work, Supplier shall cooperate fully with Purchaser in the creation and perfection in Purchaser’s favour of a security interest in such Work, commensurate with Purchaser's interest as represented by such progress payments or advanced funds, in accordance with the provisions of the applicable personal property security act or Laws as enacted in the province or provinces where such Work may be located. Such cooperation shall include, but shall not be limited to, the execution of security agreements, financing statements and any other papers required by applicable Law. Actual reasonable costs or expenses incurred by Supplier in complying with the foregoing provisions of this Section 33.5 shall be reimbursed by Purchaser.

33.6 Any third-party billings related to ER&UPO Services for travel and lodging (e.g., air travel and hotel costs) that are reimbursable to Supplier by Purchaser under the terms of the Contract shall be charged directly to Purchaser by Supplier net of any discounts or rebates received by Supplier from the third-party providers of such services, lodging or other items. If such discounts or rebates are received by Supplier on a consolidated or after-the-fact basis, Supplier shall fulfill the requirements of this Section 33.6 by making a reasonable estimation or proration of such discounts or rebates and applying such estimation or proration to the billing of the reimbursable service, lodging, or other item to Purchaser.

33.7 Any charges invoiced by Supplier and paid by Purchaser that are later determined to have been billed in error or are otherwise found to be unsubstantiated (to the extent that substantiation shall have been required) shall be repaid by Supplier to Purchaser in full. Purchaser shall send to Supplier a written notification of the amount of such reimbursement, and Supplier shall verify and refund such amount (plus reasonable costs of collection and such additional amount(s) associated with such overpayment as the Parties shall agree) within twenty (20) business days after its receipt of such notification.

33.8 If any payment due date under the Contract falls on a day that is not a business day, such payment shall be due and payable on the next succeeding business day.

# 34.0 PAYMENTS WITHHELD AND SET-OFF:

34.1 If Purchaser determines it necessary to withhold payment of any portion of a Supplier invoice, Purchaser shall promptly notify Supplier thereof in writing, and such notification shall include a statement of the justification for such withholding. Purchaser may withhold from any payment of an invoice amount only such portion thereof as is in dispute to protect it from loss on account of Supplier’s failure to comply with the provisions of the Contract, including but not limited to the following items 34.1.1 through 34.1.9, and shall promptly pay the remaining undisputed portion of the invoice amount:

34.1.1 Supplier is in default under the Contract with respect to Work for which Purchaser has been invoiced, has been notified of the specific default, has been given at least thirty (30) days to cure such default and has not cured such default;

34.1.2 Defective, deficient or otherwise nonconforming Work for which Purchaser has been invoiced, provided that Purchaser has notified Supplier that Purchaser has not accepted such Work pursuant to Section 49, and Supplier has been given at least thirty (30) days to cure such default and has not cured such default;

34.1.3 Claims or liens filed by third parties against the Work or against Purchaser or the Jobsite in relation to the Work or reasonable evidence indicating the likelihood of such filings;

34.1.4 [Intentionally Omitted];

34.1.5 Claim(s) by a third-party contractor against Purchaser for damages caused by Supplier or one or more of its Affiliates or Subcontractors in the performance of the Contract;

34.1.6 Reasonable evidence that the amount invoiced by Supplier is fraudulent;

34.1.7 Supplier’s failure to provide a timely response to Purchaser’s reasonable request for supporting data or documentation regarding an invoiced amount;

34.1.8 Any act or alleged act of fraud or embezzlement or theft (or conversion) of any property belonging to Purchaser or any of its Affiliates or any of its or their respective customers; and

34.1.9 Damage to Purchaser-provided equipment, materials or tools to the extent caused by Supplier or one or more of its Affiliates or Subcontractors.

34.2 After Supplier remedies to Purchaser’s reasonable satisfaction the cause for any withholding pursuant to Section 34.1, Purchaser shall pay to Supplier the amount so withheld.

34.3 Purchaser shall be entitled at all times to set-off against any amount payable by Supplier to Purchaser under the Contract any amount payable by Purchaser to Supplier under the Contract and vice versa.

# 35.0 CHANGES IN THE WORK:

35.1 At any time before or after the commencement of the Work, Purchaser may make such additions and changes to, deviations from, and reductions in, the Work as Purchaser may desire, and subject to Sections 35.2 and 35.6, Purchaser shall prepare a written Change Form or Release and deliver such Change Form or Release to Supplier for Supplier’s concurrence. Upon receipt of any such Change Form or Release, Supplier shall promptly advise Purchaser as to whether Supplier concurs with such change and the terms thereof and, if Supplier does concur, will proceed with the Work as modified by such Change Form or Release.

35.2 If Purchaser determines that an emergency presenting a real and present danger to life or property shall have occurred, Purchaser may issue oral orders to Supplier for any ER&UPO Services required by reason of such emergency and to be performed on an “actual field cost” (as defined in Section 35.4) basis (plus a mutually-agreed percentage of such actual field cost), and such oral orders shall be confirmed in writing as soon as practicable. Supplier shall perform such ER&UPO Services as soon as reasonably practicable.

35.3 If any modification of the Work pursuant to a Change Form or Release delivered by Purchaser pursuant to Section 35.1 constitutes Changed Work, the Contract Price adjustment methodology shall be as follows:

35.3.1 Method (A): By agreed lump-sum pricing stated in the Contract or, in the absence thereof, a mutually-agreed lump sum for each Change Form or Release; or

35.3.2 Method (B): By agreed unit prices stated in the Contract or, in their absence thereof, mutually-agreed unit prices for each Change Form or Release; or

35.3.3 Method (C): If the Parties so agree, by payment of the actual field cost of the Work, plus a mutually-agreed percentage of such actual field cost.

35.4 "Actual field cost" means and includes the following:

35.4.1 Direct Labour Costs - The direct labour costs of all manual classifications (calculated on an hourly basis, including applicable overtime and outside normal working hours rates), including foremen superintendents, assistant superintendents, general foremen, surveyors, office personnel, timekeepers or any other supervisory personnel. Direct labour costs invoiced by Supplier for Changed Work shall be accompanied by verifiable evidence of the performance of such Changed Work and shall be subject to verification by Purchaser. Direct labour costs shall include direct salaries, payroll taxes, insurance, vacation allowance, and any other payroll additives required to be paid by Supplier by applicable Law or applicable collective bargaining agreements.

35.4.2 Subcontract and Outside Service Costs - Invoiced amounts for Changed Work performed by Subcontractors.

35.4.3 Permanent Material Costs - Invoiced amounts for the cost of permanent materials furnished by Supplier for use in performing Changed Work.

35.4.4 Machinery and Equipment Costs - Invoiced amounts for machinery and equipment used to perform Changed Work.

35.4.5 Small Tools and Consumables Costs - Invoiced amounts for small tools and consumables used in the performance of Changed Work.

35.5 If requested by Purchaser, Supplier shall promptly provide a written estimate of the cost to Purchaser of any Changed Work being considered or proposed by Purchaser.

35.6 If a dispute arises between the Parties as to whether any addition or change to, deviation from, or reduction in, the Work reflected in any Change Form or Release issued by Purchaser constitutes Changed Work or as to the cost of, or the payment of any invoiced amount for, Changed Work, Supplier shall nevertheless proceed with the Work in accordance with such Change Form or Release while such dispute is being resolved in accordance with Section 9.0, and Supplier shall keep an accurate account of the actual field cost of such Changed Work pursuant to Sections 35.3.3 and 35.4.

# 36.0 TIMING AND SCHEDULING OF PERFORMANCE AND COMPLETION OF WORK:

36.1 Supplier shall perform and complete M&S Services in accordance with the applicable scheduling and time of completion requirements set forth in the Contract.

36.2 Time is of the essence in respect of the performance of ER&UPO Services. As soon as reasonably possible after the occurrence of an event requiring ER&UPO Services and upon receipt of a request from Purchaser, Supplier shall deliver to Purchaser for Purchaser’s approval a schedule for the performance and completion of the applicable ER&UPO Services in accordance with the Contract and, without Purchaser’s prior written consent, shall not revise any schedule for the performance and completion of ER&UPO Services that shall have been approved by Purchaser. If at any time during the performance of ER&UPO Services Supplier determines that such ER&UPO Services are not going to be completed by the scheduled completion date, it shall promptly notify Purchaser thereof in writing and, within seventy-two (72) hours after its delivery of such notice to Purchaser, shall deliver to Purchaser for Purchaser’s approval a written recovery plan.

36.3 Notwithstanding any other provision of the Contract to the contrary, Supplier shall not be relieved of, or excused from, its performance of ER&UPO Services or M&S Services for delays due to normal weather conditions, including but not limited to normal seasonal rainfall.

# 37.0 COLLATERAL CONTRACTS:

Purchaser shall provide for completion of any work related to the Work on a schedule that shall not unreasonably or materially delay the progress of the Work and shall reimburse Supplier for any unavoidable costs reasonably incurred by Supplier as a result of an unreasonable or material delay.

# 38.0 RIGHT OF ENTRY:

38.1 Purchaser and its Agents may enter the Jobsite at any time and from time to time to inspect the Work or for any other purpose, provided that such entry shall be coordinated in advance with Supplier.

38.2 Duly authorized representatives of government authorities of competent jurisdiction may enter the Jobsite at any time and from time to time.

38.3 Supplier shall not be entitled to any additional compensation for its accommodation of any entry of the Jobsite contemplated by this Section 38.0.

# 39.0 INSPECTION:

39.1 All Work (including but not limited to Work performed at the Jobsite) shall be properly inspected and, if appropriate, tested by Supplier and shall at all times be subject to additional inspection by Purchaser and its Agents. Purchaser and its Agents shall be afforded escorted access, in accordance with Supplier’s security, health and safety policies and procedures, to the facilities of Supplier and its Affiliates where materials to be used in the performance of Work that belong to Purchaser are stored for the purpose of inspecting the condition and safekeeping of such materials, provided that Purchaser shall coordinate such access and inspections with Supplier in advance thereof. Neither Purchaser’s failure to conduct any such inspection nor its failure to discover any damage that such materials may have suffered as a result of the handling and storage thereof by Supplier or any of its Affiliates or Subcontractors at such facilities shall prejudice the rights of Purchaser to thereafter pursue a claim against Supplier or any of its Affiliates or Subcontractors for any such damage.

39.2 Supplier shall keep complete and accurate records of its inspection and testing of all materials and equipment used or to be used in the performance of the Work.

# 40.0 PACKAGING, SHIPPING, UNLOADING AND STORAGE:

40.1 [Intentionally Omitted]

40.2 To the extent Supplier is required to perform shipping under the Contract, Supplier shall comply with the requirements of the Contract regarding packaging or, in the absence of such requirements, shall package all shipments so as to ensure adequate protection from damage during handling (including loading and unloading), shipping and storage. Supplier shall load and secure all shipments to comply with all applicable tariff rules and regulations to ensure adequate protection from damage in transit to the applicable delivery destination.

40.3 Unless Purchaser directs otherwise in writing, Supplier shall unload, store in an appropriate and secure place and, if necessary, deliver from such place of storage to the Jobsite all equipment and materials that are received from Purchaser or its Agents and are to be used in the performance of the Work. Equipment and materials that are susceptible to degradation from outside exposure shall be stored in a weather protected enclosure provided by Supplier.

40.4 Supplier shall keep complete and accurate records of its and its Affiliates’ and Subcontractors’ receipt and inspection of all Purchaser-provided materials and equipment used in the performance of the Work and shall follow Purchaser’s procedures and utilize Purchaser’s forms for receipt and inspection of such Purchaser-provided equipment and materials, and Purchaser shall provide Supplier with all necessary documentation and information, including purchase orders, specifications and drawings required to receive, inspect and install Purchaser-provided equipment and materials. Supplier's inspection of Purchaser-provided materials and equipment upon its receipt thereof shall carefully note all damage, deficiencies and shortages of such equipment and materials, and Supplier shall promptly report any such damage, deficiencies and shortages to the Company Representative for appropriate action. Supplier shall be entitled to an extension of time for performance of the Work, if such performance is delayed as a result of any failure or delay in the delivery of Purchaser-provided equipment or materials or as a result of any damage, deficiency or shortage of any such equipment or materials.

40.5 Purchaser shall retain all right, title and interest in and to all Purchaser-provided equipment and materials, including but not limited to such Purchaser-provided equipment and materials used to complete the Work and any such excess Purchaser-provided equipment and materials and scrap materials, and upon the earlier of the completion of all of the Work and the termination of the Contract, Supplier shall coordinate the prompt return to Purchaser of any and all such Purchaser-provided excess equipment and materials and scrap materials.

# 41.0 UNCOVERING OF WORK:

41.1 If any of the Work shall be covered contrary to the requirements of the Contract or the prior written request of the Company Representative, it shall be uncovered for inspection at the request of the Company Representative and covered again at Supplier's sole expense.

41.2 Any Work that is not required by the Contract to be left uncovered for inspection and the Company Representative shall not have instructed Supplier in writing to leave uncovered for inspection shall be uncovered by Supplier for inspection at the request of the Company Representative. If such Work is found to be in compliance with the requirements of the Contract, the cost of uncovering and re-covering such Work and any related schedule impacts shall be borne by Purchaser pursuant to an appropriate Change Form or Release. If any portion of such Work fails to comply with the requirements of the Contract, the costs of uncovering, repairing or replacing or reperforming and re-covering such Work and the schedule impacts thereof shall be borne by Supplier, provided that Supplier shall not bear such costs and impacts, if it is found that such noncompliance shall have been caused by a third-party contractor employed by Purchaser or any of its Affiliates pursuant to Section 37.0 or otherwise.

# 42.0 FORCE MAJEURE:

42.1 Except as otherwise expressly provided herein, neither Party shall be liable to the other Party for any loss or damage for delay in the performance of its obligations under the Contract that is due to events or circumstances that are beyond the reasonable control, and are not caused by the negligence or lack of due diligence on the part, of the affected Party or its Affiliates or its or their respective subcontractors or suppliers (such events or circumstances being referred to as “events of force majeure”). Provided that the conditions set forth in the immediately preceding sentence are met, the following shall be deemed to be events of force majeure: acts of any governmental authority (including military acts), acts of God (excluding normal seasonal weather conditions), acts of civil disobedience (including insurrections, protests and riots), blockades, embargoes, epidemics (including the COVID-19 pandemic), inability to obtain required permits or licenses (excluding Supplier's business and professional and vocational qualification related licenses), sabotage, severe floods, and strikes, lockouts and other work stoppages and labour disputes and disruptions. The Party affected by an event of force majeure shall promptly provide Notice to the other Party, indicating the nature, cause and date of commencement of, the anticipated extent of the delay occasioned by, and whether it is anticipated that any completion or delivery dates will be affected by, such event of force majeure and shall exercise ongoing due diligence to mitigate the effects of such delay. The Party experiencing the event of force majeure shall provide to the other Party a contingency plan that sets forth the impact and effects of the event of force majeure and the measures taken to address such impact and effects.

42.2 If the affected Party complies with all of the requirements set forth in the last sentence of Section 42.1, the time for performance of such Party’s affected obligations under the Contract shall be extended for a period of time reasonably necessary to overcome the effects of the delay, and Supplier may recover any reasonable costs that it reasonably incurs in connection with any demobilization and remobilization occasioned by an event of force majeure and any reasonable costs that it reasonably incurs in connection with protecting completed Work from the effects of an event of force majeure and preserving such completed Work, and unless the event of force majeure extends beyond 180 days, such extension of time and recovery of such costs shall be the affected Party’s sole relief for any event of force majeure.

42.3 If the affected Party fails to comply with any of the requirements set forth in the last sentence of Section 42.1, its obligations under the Contract shall remain unaffected by the event of force majeure.

# 43.0 SUSPENSION FOR CAUSE:

Upon its delivery of Notice thereof to Supplier, Purchaser may temporarily suspend the Work (or any portion thereof) to verify that the Work is being performed in compliance with the drawings, specifications and other requirements of the Contract, if and when Purchaser determines that the performance of the Work may not be in compliance therewith. If the Work is determined not to be in compliance with the drawings, specifications or other requirements of the Contract, Purchaser shall provide reasonably detailed Notice to Supplier of such noncompliant Work, and Supplier shall have thirty (30) days after the date of its receipt of such Notice, or such longer period of time as shall be reasonably necessary given the nature of the noncompliant Work, to rectify the noncompliant Work. If Supplier fails to promptly commence and thereafter diligently pursue with all deliberate speed the repair, replacement or reperformance of the noncompliant or otherwise defective Work within the rectification period set forth herein, such failure shall be cause for termination of the Contract pursuant to Section 45.0. If Purchaser requests a suspension of Work and it is determined that Work suspended is in compliance with the Contract, then Purchaser shall reimburse Supplier for any reasonable unrecoverable costs incurred by Supplier as a consequence of such suspension. The means and methods by which Supplier performs the Work are entirely the responsibility of Supplier, and Purchaser shall not have any obligation to review the adequacy, efficiency or safety of Supplier's means and methods of performing the Work.

# 44.0 SUSPENSION FOR CONVENIENCE:

44.1 Upon its delivery of Notice thereof to Supplier, Purchaser may at any time suspend for its convenience the performance of all or any portion of the Work. If all or any portion of the Work is suspended pursuant to this Section 44.0, the time for performance of the Work shall automatically be extended for a period of time equal to the duration of such suspension period to the extent applicable. Upon delivery of such Notice of suspension for convenience, Purchaser shall designate the type and amount of labour and equipment to be committed to the Jobsite and shall compensate Supplier for such labour and equipment during the period of such suspension. Supplier shall use reasonable efforts to utilize its labour and equipment in such a manner as to minimize the costs associated with such suspension.

44.2 Upon its receipt of a Notice of suspension for convenience and unless otherwise agreed, Supplier shall:

44.2.1 Wind down and discontinue in an orderly manner Work on the date and to the extent reasonably possible and specified in the Notice;

44.2.2 Except as and to the extent otherwise specified in the Notice, place no further orders and enter into no further subcontracts with respect to the suspended Work;

44.2.3 Make commercially reasonable efforts to suspend all orders, subcontracts and rental agreements to the extent that they relate to of the suspended Work;

44.2.4 Continue to protect and preserve the Work to the extent that it is within the care, custody and control of Supplier; and

44.2.5 Promptly consult with Purchaser regarding any portion of the Work that is in a state of manufacture, fabrication, or erection such that interruption of the Work would result in substantially increased costs, and with Purchaser’s written concurrence, Supplier may complete such portion of the Work.

44.3 As full compensation for any suspension for convenience pursuant to this Section 44.0, Supplier shall be reimbursed for the following reasonably-incurred, direct costs, without duplication of any item, to the extent that such costs result from such suspension of Work:

44.3.1 A stand-by charge that (i) shall be sufficient to compensate Supplier for keeping, to the extent specified in the Notice and as otherwise necessary to comply with its obligations under the Contract, its organization, labour and machinery and equipment committed to the Work on a stand-by basis and (ii) shall be paid to Supplier during the period of such suspension of Work;

44.3.2 All reasonable costs actually incurred by Supplier for mobilization and demobilization of its machinery and equipment and labour;

44.3.3 All reasonable costs actually incurred by Supplier for protecting and preserving any portion of the Work then completed or delivered; and

44.3.4 If the suspension of Work increases or decreases the cost of subsequently performing the Work, a mutually-agreed adjustment to the Contract will be made for performing the remaining Work.

# 45.0 TERMINATION FOR CAUSE:

45.1 Upon its delivery to Supplier of a Notice of default, Purchaser may terminate the whole or any part of the Contract for cause and take possession of the Work without termination charge, obligation or penalty and without prejudice to any remedy that may be available to Purchaser at Law or in equity or under the Contract, if any one of the following events occurs:

45.1.1 [Intentionally Omitted];

45.1.2 [Intentionally Omitted];

45.1.3 Supplier enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding or makes an assignment for the benefit of creditors;

45.1.4 [Intentionally Omitted];

45.1.5 Any proven noncompliance by Supplier or any of its Affiliates or Subcontractors or any of its or their respective Agents with, or breach of any obligation or representation set forth in, Section 51.0;

45.1.6 [Intentionally Omitted];

45.1.7 Supplier defaults on the performance of any of its other material obligations under the Contract and fails to Cure such default within thirty (30) days after its receipt of Purchaser’s Notice of such default, or such longer period of time as is reasonably necessary given the nature of the noncompliant Work;

If the Contract is terminated pursuant to Section 45.1.3, all “goods” (as defined in the Sale of Good Act, Ontario) supplied by Supplier or any of its Affiliates or Subcontractors shall be deemed identified to the Contract and subject to replevin by Purchaser.

 45.2 If the Contract is terminated by Purchaser for cause pursuant to Section 45.1, Supplier shall:

45.2.1 Immediately discontinue performance of all Work;

45.2.2 Place no further orders and enter into no further subcontracts with respect to the Work;

45.2.3 As and to the extent requested by Purchaser, assign to Purchaser all rights and obligations of Supplier under outstanding purchase orders and other outstanding contracts for materials and equipment to the extent assignable and as specifically related to the Work;

45.2.4 As and to the extent requested by Purchaser, terminate outstanding purchase orders and other outstanding contracts for materials and equipment to the extent they can be terminated and as specifically related to the Work; and

45.2.5 Fully cooperate and refrain from hindering or interfering in any manner with any other Persons performing work at the Jobsite.

45.3 If the Contract is terminated by Purchaser for cause pursuant to Section 45.1, Purchaser shall make payment to Supplier in accordance with the Contract for completed Work delivered to, and accepted by, Purchaser.

45.4 If the Contract is terminated by Purchaser for cause pursuant to Section 45.1, Purchaser shall have no liability to Supplier for costs incurred by Supplier as a result of such termination or for any costs incurred by Supplier following its receipt of the Notice of termination, except for (i) payments due and owing for Work performed in accordance with the Contract as of the date of the Notice of termination and costs related to the taking of actions that Purchaser thereafter requests Supplier to undertake.

45.5 If Purchaser defaults on the performance of any of its material obligations under the Contract and fails to Cure such default within thirty (30) calendar days after its receipt of Supplier’s Notice of such default, Supplier shall have the right to terminate the Contract, provided that Purchaser shall not be deemed to be in breach of the Contract due to its failure to pay Supplier any portion of any amount that remains in dispute between the Parties or is being withheld for any other reason allowed under the Contract, and unless otherwise directed by Purchaser in writing, Supplier shall continue performance of the Work while any such dispute is being resolved pursuant to Section 9.0.

# 46.0 TERMINATION FOR CONVENIENCE:

46.1 Upon twenty (20) business days’ prior Notice to Supplier, Purchaser may terminate the whole or any part of the Contract for its convenience, and such termination shall be effective as specified in such Notice. If the Contract is terminated by Purchaser pursuant to this Section 46.1, Supplier shall be entitled to the following:

46.1.1 Purchaser shall pay Supplier for Work performed, including any actions under Section 46.2.6, after the date of termination to the extent that such Work is approved in advance by Purchaser; and

46.1.2 Purchaser shall pay Supplier for that portion of the Work actually completed in accordance with the Contract prior to the date of termination and all reasonable costs reasonably incurred by Supplier in connection with such termination, including but not limited to demobilization costs and costs related to the termination of any purchase orders and other subcontracts related to the Work.

The payments to be made by Purchaser pursuant to Sections 46.1.1 and 46.1.2 shall be Purchaser’s sole obligation and Supplier's exclusive remedy for termination of the Contract pursuant to Section 46.1.

46.2 If the Contract is terminated by Purchaser for convenience pursuant to Section 46.1, Supplier shall:

46.2.1 Except as otherwise instructed in the Notice, wind down and discontinue in an orderly manner the performance of all Work;

46.2.2 Except as and to the extent otherwise provided in the Notice, place no further purchase orders and enter into no further subcontracts with respect to the Work;

46.2.3 As and to the extent requested by Purchaser, assign to Purchaser all rights of Supplier under outstanding purchase orders and other outstanding subcontracts related to the Work;

46.2.4 As and to the extent requested by Purchaser, terminate outstanding purchase orders and other outstanding subcontracts related to the Work;

46.2.5 Fully cooperate and refrain from hindering or interfering in any manner with any other Persons performing work at the Jobsite;

46.2.6 Take any other commercially reasonable action toward termination of the Contract, or toward preservation of the Work, that Purchaser may direct;

46.2.7 Make commercially reasonable efforts to minimize costs and expenses arising out of the termination of the Contract; and

46.2.8 Maintain books and records supporting all costs charged to the termination of the Contract.

46.3 Subject to final settlement of all outstanding claims in connection with a termination of the Contract under Section 46.1, Supplier shall furnish a complete general release of all claims by Supplier against Purchaser.

# 47.0 ABANDONMENT BY SUPPLIER:

If Supplier abandons the Work, Purchaser may give Notice of termination of the Contract for cause under Section 45.

# 48.0 [INTENTIONALLY OMITTED]

# 49.0 COMPLETION AND ACCEPTANCE:

 Supplier shall submit to the Company Representative an invoice for the completed Work. The Company Representative may make such field checks as deemed necessary to verify that the Work shall have been executed in accordance with the Contract and shall promptly approve the invoice as submitted or return it to Supplier, specifying in writing the deficiencies or defects in the Work that must be immediately corrected at Supplier's sole expense, and Purchaser pay such invoice subject to, and in accordance with, Section 34. Where Work that is invoiced includes the delivery by Supplier to Purchaser of drawings, manuals and reports, such Work will not be accepted by Purchaser until the applicable drawings, manuals and reports required under the Contract shall have been received by Purchaser and Notice of Acceptance has been delivered by Purchaser to Supplier. If Purchaser does not issue a Notice of Acceptance, or provide its reasons for not issuing a Notice of Acceptance, within fourteen (14) business days after its receipt of an invoice, a Notice of Acceptance shall be deemed to have been issued and such invoice shall be accepted.

# 50.0 FINAL PAYMENT:

50.1 Payment by Purchaser to Supplier of all amounts due and invoiced in accordance with the Contract shall constitute a full and final release of Purchaser from any and all claims, obligations, and liabilities under the Contract with respect to the portion of the Work for which payment is made.

50.2 Except for direct payments to Subcontractors that have filed or threatened to file liens pursuant to the provincial lien Law or otherwise made claim against Purchaser Entities, final payment, except as set forth in Section 33.8, to Supplier shall be due and payable by Purchaser (a) within the later of (i) forty-five (45) days after Acceptance of the Work and (ii) the time frame specified in the Purchase Document for payments after Purchaser’s receipt of a correct and properly documented invoice or (b) if the Work is subject to the Construction Act, within twenty-eight (28) days after submission of a “proper invoice” (as such term is defined in the Construction Act). If requested by Purchaser in connection with the final payment for Work that is subject to the Construction Act, Supplier shall execute and deliver to Purchaser prior to final payment the applicable form of CCDC 9A/9B, certifying payment of all indebtedness to Supplier and all Subcontractors.

50.3 Supplier shall, at Supplier’s sole expense, discharge and cause to be released, whether by payment or posting of an appropriate surety bond in accordance with applicable Law, within ten (10) days after receipt of a written demand from Purchaser, any lien in respect to the Project, the Contract, the Work, the Jobsite or any fixtures or personal property included in the Work (whether or not any such lien is valid or enforceable) created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Supplier or any Subcontractor or other person or entity providing labour or materials within the scope of Supplier’s Work. The expense of discharging or satisfying by bond any such lien shall be paid by Supplier at its sole cost and expense and shall not be a part of the Contract Price payable to Supplier. If Purchaser receives notice of any such lien, Purchaser shall provide Notice thereof to Supplier. Supplier shall promptly commence all necessary proceedings to discharge or satisfy by bond any such lien as soon as possible, bearing all the relevant costs thereof. Purchaser shall have the right to retain and withhold amounts of the Contract Price in an amount sufficient to indemnify Purchaser against any such lien until such time as Purchaser becomes satisfied that such lien is discharged or satisfied by bond.

50.4 Supplier shall indemnify, defend and hold harmless Purchaser Entities from and against any lien on the Project, the Work, the Jobsite or any fixtures or personal property included in the Work created by, through, under, or as a result of, any act or omission (or alleged act or omission) of Supplier or any of its Affiliates or any Subcontractor or other Person providing labour or materials directly or indirectly through Supplier in connection with the Work.

50.5 Except as may be otherwise explicitly provided in the Contract, the maximum amount to be paid to Supplier for the full performance of all Work hereunder, not including Changed Work, shall be the original Contract Price, regardless of Supplier's total cost.

# 51.0 ANTI-BRIBERY:

51.1 Supplier represents and warrants that neither Supplier nor any past or present shareholder, member, partner, director, officer, parent, subsidiary or affiliate, employee, representative or agent of Supplier or any other person or entity acting on Supplier’s behalf (any of the foregoing being a “Supplier Agent”) (at any time during which such person or entity was a shareholder, member, partner, director, officer, parent, subsidiary or affiliate, employee, representative or agent of Supplier) has directly or indirectly, paid, promised or offered to pay, or authorized the payment of any money or anything of value to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government controlled entity or any person or entity acting in an official capacity on behalf thereof; or (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described in this Section 51.0; in each case under clause (i), (ii) or (iii) above, for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision.

51.2 Supplier agrees that neither it nor any Supplier Agent or Subcontractors will violate any applicable anti-bribery Laws. Without limiting the foregoing, Supplier agrees that it will not (and shall cause each Supplier Agent and Subcontractor not to), directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value to (including a “grease,” “expediting” or facilitation payment): (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government controlled entity or any person or entity acting in an official capacity on behalf thereof; or (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described above; in each case under clause (i), (ii) or (iii), for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision, for the benefit of Purchaser, Supplier or any Supplier Agent or Subcontractor in connection with the Contract.

51.3 In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Purchaser which is not properly and accurately recorded in Supplier’s books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation. For three (3) years after Supplier’s receipt of the last payment made under the Contract, Purchaser shall have the right to audit the Supplier’s, any Supplier Agent’s and Subcontractors books and records with respect to payments made to anyone for any reason on behalf of or for the benefit of Purchaser.

51.4 [Intentionally Omitted]

51.5 [Intentionally Omitted]

51.6 Supplier shall defend, indemnify and hold harmless Purchaser and the Purchaser Entities from and against liability or loss, including all costs, expenses, and attorneys’ fees, claims, suits or judgments assessed against or suffered by any of them as a result of an allegation or claim of noncompliance by Supplier, any Supplier Agent or any Subcontractor with, or breach of any representation set forth in, this Section 51.0.

# 52.0 PERMITS AND FEES:

52.1 Except as may be otherwise explicitly provided in the Contract, Purchaser shall be responsible for obtaining and maintaining all Permits that are required for proper execution and completion of the Work.

52.2 Supplier shall be responsible for obtaining and maintaining all Permits that are required to conduct its business.

# 53.0 TAXES:

53.1 Except as may be otherwise explicitly provided in the Purchase Document, Supplier is responsible for, and shall be permitted to include in any and all amounts invoiced for payment, all taxes due under the Contract, including all present duty, federal, provincial, municipal or other excise or similar taxes levied with respect to the Work, including all current applicable federal and provincial sales or good and services taxes which shall be paid in accordance with the instructions contained in the Purchase Document. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding applicable federal and provincial sales or good or services tax. Any increase in taxes or duties, excluding applicable federal or provincial sales or goods or services taxes or import duties or taxes, shall be at the expense of Supplier and not Purchaser.

53.2 Purchaser shall not be required to pay (i) any tax levied on, or determined by, Supplier’s income or taxes expressly designed to be paid by Supplier or (ii) for any Permits required for Supplier to conduct business.

53.3 Purchaser shall not be obligated to pay, and shall be reimbursed by Supplier if Purchaser (upon providing appropriate documentation) does pay, any taxes (including related penalties and interest) levied or assessed by reason of any failure of Supplier to comply with the Contract or applicable Laws, and Supplier shall indemnify and hold harmless Purchaser Entities from the payment of any and all such taxes (including related penalties and interest).

53.4 Supplier represents and warrants that it is not a non-resident of Canada or a partnership (other than a Canadian partnership),as those terms are defined under the Income Tax Act of Canada.

# 54.0 INDEPENDENT CONTRACTOR:

Supplier is and shall remain an independent contractor and not a subcontractor or Agent of any of the Purchaser Parties and is solely responsible for completing the Work with full power and authority to select the methods, means and manner of performing the Work, provided that such methods, means and manner conform to all applicable drawings, specifications and other requirements of the Contract. Supplier shall be solely responsible for all matters relating to payment of employees, including compliance with Workplace Safety and Insurance coverage, Canada Pension Plan, Employer’s Health Tax, Employment Insurance, federal or provincial withholding taxes, wages, vacation pay, overtime pay, public (statutory) holidays, termination pay or severance pay under the applicable legislation, and all other obligations falling upon an employer pursuant to applicable Law. Purchaser retains no control or direction over Supplier or any of its Affiliates or Subcontractors or any of their respective employees or over the manner, means or methods of performance of the Work by Supplier or any of its Affiliates or Subcontractors or any of their respective employees**.**

# 55.0 INDEMNITY:

Each Party shall defend, indemnify and hold harmless the other Party and its Affiliates from and against any third-party actions, claims and demands for bodily injury (including death) or damage to real or tangible personal property, including related damages, judgments, liabilities, losses and other costs and expenses of every nature and kind whatsoever (including reasonable attorneys’ fees), arising out of, or relating to, the Contract or the performance thereof to the extent caused by any negligent act or omission of such Party or any of its Affiliates or contractors (including Subcontractors) or any of its or their respective Agents.

# 56.0 INSURANCE:

56.1 Before commencing Work under the Contract, Supplier shall procure and maintain the following minimum insurance, unless otherwise specified in the Purchase Document, with insurance rated “A-, VII” or higher by A.M. Best’s Key Rating Guide) that are licensed to do business in the state or province where the Work is performed or to be performed, or as may be approved in writing by Purchaser from time to time, or be registered with the appropriate government branch:

56.1.1 Workers’ Compensation Insurance or registration as required by any Worker’s Compensation and/or Occupational Disease Laws of any applicable provincial or federal Laws of Canada;

56.1.2 Employers’ Liability Insurance, including Occupational Disease with a limit of (i) One Million Dollars ($1,000,000) for bodily injury per accident, (ii) One Million Dollars ($1,000,000) for bodily injury by disease per policy and (iii) One Million Dollars ($1,000,000) for bodily injury by disease per employee;

56.1.3 Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage per accident; and

56.1.4 General Liability Insurance covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability insured under an insured contract (contractual liability), with minimum limits of One Million Dollars ($1,000,000) per occurrence. The products and completed operations coverage shall be provided for the duration of any applicable warranty period, pursuant to Section 58.0,

WARRANTY.

56.2 Except for Workers’ Compensation Insurance, Purchaser Entities shall be endorsed as an additional insured on Supplier’s insurance policies required to be maintained under the Contract and such policies shall provide for a waiver of subrogation in favour of Purchaser Entities. All policies of insurance required to be maintained by Supplier hereunder shall provide for a severability of interests clause and include a provision in such policies that Supplier’s insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of Purchaser Entities.

56.3 In the event that any policy furnished by Supplier provides for coverage on a “claims made” basis, the retroactive date of the policy shall be the same as the effective date of the Contract, or such other date, as to protect the interest of Purchaser Entities. Furthermore, for all policies furnished on a “claims made” basis,

Supplier’s providing of such coverage shall survive the termination of the Contract and the expiration of any applicable warranty period, pursuant to Section 58.0, WARRANTY, until the expiration of the maximum statutory period of limitations in the Province of Ontario for actions based in contract or in tort. If coverage is on “occurrence” basis, Supplier shall maintain such insurance during the entire term of the Contract.

56.4 Supplier shall promptly provide evidence of the minimum insurance coverage required under the Contract in the form of an ACORD certificate or other certificate of insurance acceptable to Purchaser. Upon Purchaser’s request, Supplier shall provide Purchaser with complete copies of all required insurance policies under the Contract. If any of the required insurance is cancelled or non-renewed, Supplier shall within thirty (30) days provide written notice to Purchaser and file a new Certificate of Insurance or binder with Purchaser demonstrating to Purchaser’s satisfaction that the required insurance coverage to be maintained hereunder have been extended or replaced. Neither Supplier’s failure to provide evidence of minimum coverage of insurance following Purchaser’s request, nor Purchaser’s decision to not make such request, shall release Supplier from its obligation to maintain the minimum coverage provided for in this Section 56.0.

56.5 In the event Supplier performs Work pursuant to Section 58.0, WARRANTY, Supplier shall comply with the requirements in this Section 56.0.

56.6 Notwithstanding any provision of this Section 56 to the contrary, Supplier shall be entitled to self insure for any of the coverages set out herein.

# 57.0 LIMITATIONS OF LIABILITY:

57.1 Except as may be otherwise explicitly provided in respect of an indemnity in the Contract, neither Purchaser Parties nor Supplier shall be liable to the other for exemplary, incidental, indirect, punitive or other consequential or special losses or damages, including loss of use, cost of capital, loss of goodwill, loss of power, lost revenues or loss of profit, and each Party hereby releases the other Party and each of such other Persons from any such liability, provided that the foregoing provisions of this sentence shall not be construed to limit recovery under any indemnity for third-party claims under the Contract or to preclude recovery, if applicable, of liquidated damage amounts under the Contract.

57.2 In no event shall the aggregate damages payable by Supplier under the Contract exceed one hundred percent (100%) of the Contract Price (as the same may increase or decrease from time to time in accordance with the terms of the Contract), provided that this limitation of liability shall not apply to (i) any loss or damage arising out of, or in connection with, the fraud, gross negligence, willful misconduct or illegal or unlawful acts of Supplier or any of its Affiliates or Subcontractors or any of its or their respective Agents, (ii) Supplier’s indemnification obligations under the Contract; (iii) costs incurred by Supplier in completing the Work, or (iv) risks insured through insurance required under the Contract, it being the parties’ specific intent that such limitation of liability shall not relieve the obligations of insurers or guarantors for such insured risks.

57. 3 Supplier shall secure the limitations of liability in this Section 57.0 in all its subcontracts.

# 58.0 WARRANTY:

58.1 Supplier warrants that the Work furnished under the Contract shall be (i) provided in conformance with all specifications and other descriptions and requirements set forth in the Contract, (ii) performed in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques, (iii) delivered to Purchaser free from faulty design (to the extent of Supplier's design responsibilities), (iv) constructed utilizing new materials and equipment (if furnished by Supplier) free from faults and defects and of sufficient size, capability and materials to meet in all respects the requirements and operating conditions specified in the Contract, (v) in conformance with applicable Laws, and (vi) conveyed with free and clear title.

58.2 If any failure of the Work to meet the warranty set forth in Section 58.1 or any such additional warranties as may be expressly specified elsewhere in the Contract occurs or is discovered during the performance of the Work or within twelve (12) months after Acceptance (or such longer period of time as may be explicitly provided elsewhere in the Contract), Supplier shall promptly Cure, at and during a mutually-agreed time and at Supplier’s sole cost and expense, all equipment, materials or other Work (including, if Supplier provided installation services as part of the original scope of Work, payment for labour associated with such Cure, including disassembly, removal, replacement and reinstallation charges) affected by such failure. Work so Cured shall be warranted for an additional period that shall be equal to the greater of the expiry of the original warranty period or three (3) months (or such longer period of time as may be explicitly provided elsewhere in the Contract) following completion of the Cure. Notwithstanding any of the foregoing provisions of this Section 58.2, there shall be no time limitations on Supplier's warranty of free and clear title.

58.3 Neither payment nor any other provision of the Contract nor partial or entire use or possession of the Work shall relieve Supplier of liability with respect to the warranties contained in the Contract.

58.4 Purchaser shall give Notice to Supplier of any failure of the Work or nonconformance with the warranties discovered by Purchaser. All warranty Work shall be performed on a schedule established by Purchaser as required to support system operations. Purchaser shall have the right, without impact to the warranties provided in this Section 58.0, to operate and otherwise use the Work until such time as Purchaser deems it prudent to suspend such operation or use for Cure by Supplier. If the Work has been placed in service, Supplier shall make such corrections or replacements as soon as Purchaser deems it prudent to remove the Work from service for any warranty Cure by Supplier, even if the warranty expires prior to the removal of the Work from service. Supplier shall provide labour for Cure on a straight time and overtime basis, at its expense, as necessary to accomplish such Cure as soon as reasonably practicable.

58.5 [Intentionally Omitted]

58.6 If and when Cure is required and to the extent that Supplier has possession, custody and control of the Work, Supplier shall bear the risk of loss or damage for Work requiring Cure during the period of such Cure. If any Work must be removed from the Jobsite for Cure, transportation charges associated therewith shall be borne by Supplier.

58.7 If Supplier fails or refuses to effect Cure of nonconforming Work or fails to identify the problem and schedule and initiate Cure within ten (10) calendar days after its receipt of Purchaser’s Notice of nonconformance and complete such Cure within thirty (30) calendar days (or such longer period of time as may be reasonably necessary and Purchaser may authorize in writing), Purchaser may effect such Cure without impairing the warranties stated in this Section 58.0 and charge the cost of effecting such Cure to Supplier, and if Supplier fails to furnish timely disposition instructions, Purchaser may dispose of the nonconforming Work in a reasonable manner and shall be entitled to reimbursement by Supplier for all costs and expenses reasonably incurred by Purchaser in connection with such disposition, provided that Supplier shall have no liability for the quality of, or defects in, the work done by Purchaser to effect a Cure.

58.8 Supplier shall pass through to and for the benefit of Purchaser all available warranties of Subcontractors for all materials and equipment manufactured or furnished or Work performed by them to the extent that such warranties exceed the warranties set forth in this Section 58.0, provided that Supplier's warranty shall be primary to any additional warranties furnished pursuant to this Section 58.8. To the extent that such Subcontractor excess warranties are in written form and not otherwise accessible by Purchaser, Supplier will use commercially reasonable efforts to provide originals thereof to Purchaser.

58.9 [Intentionally Omitted]

58.10 On a schedule convenient to Purchaser, Supplier shall be granted access to the Work to perform Cure and, if Supplier provided installation services as part of the original scope of Work, Supplier shall be solely responsible for the disassembly, removal, replacement and reinstallation of all ductwork, structures, electrical work, instrumentation, insulation or any equipment or any obstruction, all at Supplier's expense. Upon completion of Cure, all Work shall be returned or restored to its proper and original condition, including but not limited to fit, alignment, adjustment, operability and finish.

58.11 The warranties provided by Supplier under this Contract shall not apply to (i) any damage to the Work that is not attributable to the workmanship of Supplier or any of its Affiliates or Subcontractors or any manufacturing defects in the equipment and materials provided by Supplier or any of its Affiliates or Subcontractors and incorporated into the Work (e.g., damage caused by an accident, fire or other casualty, misuse, negligence, or vandalism or other willful misconduct is not covered by such warranties), (ii) any use not in conformance with the Contract or written instructions furnished by Supplier, and (iii) any defects occurring because of modifications to Work not performed or otherwise provided by the Supplier or any of its Affiliates or Subcontractors.

58.12 Except for those expressly set forth in the Contract, there are no other warranties or guarantees in respect of the Work, and the warranties and remedies provided herein shall be Purchaser’s sole and exclusive remedies for breach of warranty. Except as set forth in the immediately preceding sentence, Supplier specifically disclaims all other express, implied and statutory warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

# 59.0 TITLE AND RISK OF LOSS:

59.1 Title to the applicable Work shall pass to Purchaser upon Acceptance thereof, provided that, subject to the terms of the Contract, passage of title shall not be construed to impair any rights that Purchaser may have to claim damages for any Work that does not meet the requirements of the Contract.

59.2 Supplier shall bear all risk of loss or damage of any kind to the applicable Work, including risk of loss or damage for all materials and equipment furnished to Supplier by Purchaser, until completion of such Work by Supplier and Acceptance thereof by Purchaser in accordance with Section 49.0.

59.3 [Intentionally Omitted]

59.4 Risk of loss or damage to any Work removed from the Jobsite by Supplier for repairs or replacement by Supplier shall be borne by Supplier.

# 60.0 TITLE TO MATERIALS FOUND:

The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Supplier or any Subcontractors and the right to use said items or to dispose of same is hereby expressly reserved by Purchaser unless otherwise stated in the Contract. Neither Supplier, any Subcontractors nor any of their representatives or personnel shall have any right, title or interest in said materials. Supplier may, as determined by Purchaser, be permitted to use in its Work without charge any such materials which meet requirements of the Contract provided Purchaser shall have the right to use or consume these materials without payment to a third party.

# 61.0 PATENT OR COPYRIGHT INFRINGEMENT:

61.1 Supplier shall pay all royalties and license fees for Work provided by Supplier and, at its sole expense, shall provide for Purchaser the right to use any Supplier-provided design, device, equipment, material or process that is covered by a patent or copyright and is incorporated into the Work. Supplier shall defend, indemnify and hold harmless Purchaser Entities from and against any and all damages, judgments, liabilities, losses, and other costs and expenses, including reasonable attorneys' fees, arising out of, or otherwise relating to, any claim or allegation that any part of the Work (excluding any equipment and materials provided by Purchaser) infringes any patent, copyright, trademark, or other intellectual property right or otherwise misappropriates any trade secret. Notwithstanding the foregoing provisions of this Section 61.1, Supplier shall not be responsible for, and Purchaser shall defend, indemnify and hold harmless Supplier from and against, any claim related to (a) use of the Work contrary to its designs, instructions and specifications, (b) modifications and/or changes made to the Work by Persons other than Supplier, (c) combinations of the Work with products or services which were not supplied by Supplier, or (d) any information, design, specification, instruction, or material specified by Purchaser.

61.2 If, in any suit or proceeding referenced in Section 61.1 for which Supplier has responsibility, a temporary restraining order or preliminary injunction is granted, restraining or limiting any Purchaser Party’s use of the Work because of its alleged violation of a third party’s intellectual property rights, Supplier shall promptly post satisfactory bond or otherwise make commercially reasonable efforts to secure, at its own expense, the suspension of such injunction or restraining order. If such efforts prove unsuccessful, Supplier shall secure, at no expense to Purchaser, a temporary license to permit Purchaser to continue using the infringing (or allegedly infringing) Work pending the final outcome of the dispute. If Supplier is unable to secure a temporary license before such temporary restraining order or preliminary injunction goes into effect, Supplier shall either replace, at its own expense, the infringing (or allegedly infringing) Work with non-infringing Work or modify, at its own expense, the infringing (or allegedly infringing) Work so that it becomes non-infringing, without impairing the performance requirements of the Work or the normal operations of Purchaser.

61.3 If, in any suit or proceeding referenced in Section 61.1 for which Supplier is responsible, any part of the Work is held to constitute an infringement and its use is permanently enjoined, Supplier shall promptly make commercially reasonable efforts to secure, at its own expense, a license for Purchaser to continue its perpetual use of the infringing Work. If Supplier is unable to secure such a license within a reasonable time, Supplier shall either replace, at its own expense, the infringing Work with non-infringing Work or modify, at its own expense, the infringing Work so that it becomes non-infringing, without impairing the performance requirements of the Work or the normal operations of Purchaser.

61.4 If Supplier is unable to secure the lifting of a temporary restraining order or preliminary injunction within a reasonable period of time in accordance with Section 61.2 or obtain the temporary license referenced in Section 61.2 within a reasonable period of time and, if necessary, obtain the license referenced in Section 61.3 or replace or modify the infringing Work in accordance with Section 61.2 or 61.3, Supplier shall promptly refund all monies paid by Purchaser to Supplier for the Work, provided that such refund shall not impair or limit Supplier’s defense and indemnification obligations set forth in Section 61.1.

# 62.0 CONFIDENTIALITY AND OWNERSHIP:

62.1 Except as set forth in this Section 62.0, each Party shall, and shall cause its Affiliates and contractors (including Subcontractors) and its and their respective Agents to, hold in confidence and not disclose to any third party Confidential Information, provided that, notwithstanding the foregoing provisions of this sentence, each Party may disclose the following types of information: (i) information that is or becomes publicly available other than as a result of a violation of the Contract; (ii) information that is or becomes available on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited from disclosing such information; (iii) information the Receiving Party can demonstrate was legally in its possession prior to its disclosure by the Disclosing Party; and (iv) information that is developed by or for the Receiving Party independently of the Disclosing Party’s Confidential Information. Each Party shall retain all right, title and interest in and to its Confidential Information.

62.2 Confidential Information shall not be used for any purpose other than to perform and complete the Work and perform and enforce the terms of the Contract. Confidential Information shall be held in strict confidence by Receiving Party and shall not be disclosed without the prior written consent of the Disclosing Party, except to those Agents with a need to know the Confidential Information for the purposes of performing or completing the Work or performing or enforcing the Contract. Each Party shall be responsible for any breach of the Contract by any of its Affiliates or contractors (including Subcontractors) or any of its or their respective Agents and shall use the same degree of care to protect the Confidential Information as it employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

62.3 If a Party is requested or required by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party in writing of such request or requirement prior to disclosure, if permitted by applicable Law, so that the Disclosing Party may seek an appropriate protective order. If a protective order or other remedy is not obtained, the Receiving Party shall furnish only such portion of the Confidential Information as it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Each Party will cooperate with the other Party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 62.3.

62.4 Neither Party shall (or shall permit its Affiliates or contractors (including Subcontractors) or any of its or their respective Agents to) make or release to any member of the press or public, any information, press releases or other public announcements or disclosures regarding or concerning the Contract or the Work, or use the other Party’s name or the names of any of its Affiliates in any advertisements, publications, social media postings, or other public documents or media, without the other Party’s prior written consent, which may be withheld in such Party’s sole and absolute discretion.

62.5 Money damages may not be a sufficient remedy for any breach of this Section 62.0; therefore, each Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 62.0. Such remedy shall not be the exclusive remedy for any breach of this Section 62.0, but shall be in addition to all other rights and remedies available at law or in equity.

62.6 Each Party shall (and shall cause its Affiliates and contractors (including Subcontractors) and its and their respective Agents to) comply with and protect all rights of patents (including patents pending), copyrights, trademarks, secret processes, trade secrets, and other proprietary interests (i) of the other Party, (ii) that the other Party is obligated to comply with or protect or (iii) that are otherwise involved in, or related to, the performance of the Work or the Contract.

62.7 Supplier shall retain all rights to all proprietary interests, including knowledge, experience, know-how, software, materials, technology, documents, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications, that it brings to the Work and are used therein or develops independently (collectively, “Pre-Existing IP”), provided that any designs, engineering results, and other data and information that are delivered to Purchaser pursuant to the Contract and are generated for the first time by Supplier thereunder solely for the purposes thereof at Purchaser’s expense shall be considered Purchaser Confidential Information and shall become the property of Purchaser. Subject to its rights in Pre-Existing IP, Supplier hereby irrevocably assigns the entire right, title and interest in and to all such copyrights and other works of authorship to Purchaser and shall sign any and all documents that shall be necessary or appropriate to register such copyrights in the name of Purchaser or to assign such copyrights to Purchaser, provided that such documents shall be prepared by Purchaser at Purchaser's expense, and upon Purchaser’s request, Supplier shall sign them.

62.8 If any of one Party’s Personal Information that is held by the other Party is accessed, processed, disclosed, or used in breach of applicable privacy laws, the breaching Party shall utilize all commercially reasonable efforts to (i) provide the other Party written notice of such breach within five (5) calendar days after the date on which it obtains actual or constructive knowledge of the breach or it otherwise has reason to believe a breach has occurred and (ii) mitigate any and all adverse effects of the Personal Information breach, including but not limited to providing the other Party with all statutorily required documentation that the other Party determines is necessary in order to satisfy any breach reporting obligations under applicable Law. The written notice to the other Party that is required pursuant to the immediately preceding sentence shall include the names of all individuals whose Personal Information was breached, as well as the type of Personal Information that was breached. Each Party shall limit its use and distribution of Personal Information to only those of its employees with a legitimate need to know such Personal Information in order to perform the Work and shall use the same degree of care to protect the Personal Information of the other Party as it employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards. As used in this Section 62.8, “breach” means any unlawful or unauthorized acquisition or use of Personal Information that compromises the security, privacy, or integrity of such Personal Information.

62.9 At any time upon the Disclosing Party’s request, the Receiving Party shall return or destroy, at the Disclosing Party’s option, all written Confidential Information, and the Receiving Party shall not (and shall cause its Affiliates and contractors (including Subcontractors) and its and their respective Agents not to) retain any copies of such written Confidential Information, provided that Confidential Information may be retained by the Receiving Party or its Affiliates or contractors (including Subcontractors) or its or their respective Agents to the extent that retention of such Confidential Information is necessary to comply with the Receiving Party’s or its Affiliates’ or contractors’ (including Subcontractors’) or its or their respective Agents’ internal document retention policies aimed at legal, corporate governance or regulatory compliance, and notwithstanding any termination of the Contract, any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein.

62.10 [Intentionally Omitted]

62.11 Purchaser shall be permitted to create training materials and/or manuals to be used internally by Purchaser. All rights and title to such materials and manuals will be owned by Purchaser.

62.12 Each Party shall defend, indemnify and hold harmless the other Party and its Affiliates from and against any and all damages, liabilities, losses and other costs and expenses (including reasonable attorneys' fees) suffered or incurred by such Party or its Affiliates as a result of the indemnifying Party’s noncompliance with this Section 62.0.

# 63.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS:

63.1 The Contract shall be construed in accordance with and governed by the laws of the Province of Ontario without giving effect to its conflict of laws provisions.

63.2 Each Party shall comply with, and Supplier shall perform all Work in accordance with, all applicable Laws and standards of federal, provincial and local governmental authorities.

63.3 Supplier shall provide all inspections required of Supplier by applicable Law and shall pay all fees and charges in connection therewith, except as may be otherwise explicitly provided in the Contract.

63.4 If either Party observes that any part of the Contract is at variance with this Section 63.0 in any respect, it shall promptly notify the other Party in writing and any necessary changes shall be made by Change Form or Release, as applicable. If either Party performs any work contrary to applicable Law, such Party shall assume full responsibility therefore and shall bear all costs attributable thereto.

63.5 Each Party shall defend, indemnify and hold harmless the other Party and its Affiliates, subcontractors (including Subcontractors) and Agents from and against any and all damages, liabilities, losses and other costs and expenses (including reasonable attorneys' fees) suffered or incurred by the other Party or any of its Affiliates, subcontractors (including Subcontractors) and Agents as a result of that the first Party’s or any of its Affiliates’ or subcontractors’ (including Subcontractors’) or any of its or their respective Agents’ noncompliance (or alleged noncompliance) with this Section 63.0.

63.6 [Intentionally Omitted]

63.7 If the Work includes lobbying, as defined by applicable Law, Supplier will comply with all requirements for registration and disclosure of expenditures as set forth in applicable Law.

63.8 [Intentionally Omitted]

# 64.0 EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS:

64.1 [Intentionally Omitted]

64.2 [Intentionally Omitted]

# 65.0 SEVERABILITY OF PROVISIONS:

If any provision of the Contract is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, the Parties shall negotiate an equitable adjustment to the affected provisions of the Contract with a view toward effecting the purpose of the Contract and the validity and enforceability of the remaining provisions thereof shall remain in full force and effect**.**

# 66.0 SURVIVAL:

The obligations of the parties hereunder that, by their nature, survive the termination of the Contract and the completion of the Work shall survive and inure to the benefit of the Parties, including but not limited to Sections, 9.0, 23.0, 24.0, 27.0, 33.7, 50.0, 51.0, 55.0, 56.0, 57.0, 58.0, 61.0, 62.0, 63.0 and 67.0. Those provisions of the Contract that provide for the limitation of, or protection against, liability shall apply to the full extent permitted by applicable Law and shall survive termination of the Contract and completion of the Work.

# 67.0 NON-SOLICITATION:

During the term of the Contract and for a period of one year after the expiration or earlier termination thereof, neither Party shall directly solicit for employment (whether as an employee, independent contractor, or agent), without the other Party’s consent, any employee of the other Party who is involved in the performance of the Work or the administration or performance of the Contract. It shall not be considered a breach of this Section 67.0 for either Party to (i) make employment solicitations to the general public or groups that may include employees of the other Party, (ii) respond to, act upon, or accept unsolicited employment inquires or applications from employees of the other Party, or (iii) solicit for employment any former employee of the other Party**.**

# 68.0 ENVIRONMENTAL MATTERS:

68.1 Waste Management, Transport, and/or Disposal.

68.1.1 Supplier shall, and shall cause its Affiliates and Subcontractors to, comply with all applicable Laws, rules, regulations and permits related to the treatment, storage, disposal, transportation and handling of Wastes. Supplier shall be responsible for the proper management, storage, transport, disposal and/or recycle of all Wastes brought onto the Jobsite by it or its Subcontractors.

68.1.2 Supplier shall not cause or allow the release or disposal of Waste at the Jobsite or during transport to and from the Jobsite, except in accordance with applicable Laws. Supplier shall cause all Waste brought onto or generated at the Jobsite by it or any of its Affiliates or Subcontractors to be (i) transported only by carriers maintaining valid Permits and operating in compliance with applicable Laws regarding Waste pursuant to manifest and shipping documents. The documents should identify only Supplier or one of its Affiliates or Subcontractors, as applicable, as the generator of Waste or person who arranged for Waste disposal and (ii) treated and disposed of only at treatment, storage and disposal facilities maintaining valid Permits operating in compliance with applicable Laws regarding Waste disposal.

68.1.3 Supplier shall submit to Purchaser a list of all Waste to be brought onto or generated at the Jobsite. Supplier shall keep Purchaser informed as to the status of all Waste on the Jobsite and disposal of all Waste from the Jobsite.

68.2 Hazardous Materials.

68.2.1 Supplier shall, and shall cause its Affiliates and Subcontractors to, comply with all applicable Laws related to Hazardous Materials.

68.2.2 Supplier shall provide a current Workplace Hazardous Materials Information System (WHMIS) Data Sheet to Purchaser for review prior to any such Hazardous Materials being used on the Jobsite.

68.2.3 Supplier shall not cause or allow the release of Hazardous Materials at the Jobsite.

68.2.4 Supplier shall be responsible for the proper management and proper transport and disposal of all Hazardous Material brought onto or generated at the Jobsite by it or any of its Affiliates or Subcontractors.

68.3 If Supplier or any of its Affiliates or Subcontractors releases any Waste or Hazardous Material on the Jobsite or during transport to or from the Jobsite or becomes aware of any release caused by a third party in connection with the Work, Supplier shall promptly provide Purchaser Notice in writing. Supplier shall, at its sole cost and expense, diligently take all remedial action to clean up the contamination as required under the applicable Laws.

# 69.0 CONSTRUCTION:

69.1 Each Party has carefully reviewed and negotiated these General Terms and Conditions; therefore, any presumption or rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of these General Terms and Conditions.

 69.2 The provisions of the Convention on the International Sale of Goods shall not apply to the Contract.

# 70.0 ACKNOWLEDGMENT, CORRESPONDENCE, COMPLETE AGREEMENT AND NONWAIVER:

70.1 Except as otherwise explicitly provided in Section 35.0, each Party shall acknowledge its agreement to any Purchase Document, Release or Change Form or any change thereto, or shall notify the other Party by telephone (followed by a written summary) of any exceptions thereto, within five (5) business days after its receipt of such document. Acknowledgements of Purchase Documents, Change Forms and Releases shall be emailed to the Purchaser representative or the Supplier representative, as applicable, who issued the document. No terms or conditions that are stated by either Party in its acknowledgement or acceptance of a Purchase Document, Release or Change Form and would change the terms of the Contract shall be binding upon the other Party, unless and until such Purchase Document, Release or Change Form containing such different or additional terms or conditions is signed by a duly authorized representative of the other Party.

 70.2 Either Party shall be entitled to specify as its proper address any other address, upon Notice to the other Party.

70.3 Either Party shall be entitled to designate by Notice to the other Party a change in the name of any person named herein or hereafter named to fill any position specified in the Contract.

70.4 The Contract is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of the Contract, and recourse shall not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of the Contract. Except as specifically provided herein, the Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as the Contract.

70.5 Failure by either Party to enforce any provisions hereof, or either Party’s failure or delay in exercising any rights or remedies provided herein or by Law, shall neither relieve nor release the other Party from any of its obligations under the Contract, shall not be deemed a waiver of any rights to insist upon strict performance thereof or of any of rights or remedies under the Contract or by Law, and shall not operate as a waiver of any of the provisions of the Contract.