*USE/PURPOSE:
This Purchase Document is entered into by and between  (“Purchaser”), and the legal entity named in the “Vendor Information” section above in this Purchase Document (“Supplier”). For good and valuable consideration of one Canadian Dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged by the parties, the arties do hereby agree as follows:

Purchaser may, from time to time during the period of the contract (“Term”) of this Purchase Document, as described above in  Purchase Document, authorize Supplier to supply specific material(s), equipment and/or perform service(s) as described in a Release.

Each Release will incorporate and be subject to the General Conditions (as such term is defined below in this Purchase Document).

THIS PURCHASE DOCUMENT SHALL NOT BE CONSTRUED AS ANY (AND PURCHASER MAKES NO) REPRESENTATION, WARRANTY, COVENANT OR GUARANTEE OF ANY MINIMUM QUANTITY OF MATERIAL, EQUIPMENT OR SERVICES TO BE PROCURED OR SECURED FROM SUPPLIER BY PURCHASER UNDER THIS PURCHASE DOCUMENT, ANY RELEASE OR OTHERWISE.

To the extent applicable, any construction, builder’s or mechanics lien legislation shall apply to this Purchase Document and any Release issued pursuant to this Purchase Document.

The parties hereto have requested that the Purchase Document and all related documents (unless otherwise specified herein) be drafted in the English language. Les parties aux présentes ont demandé à ce que ce Purchase Document ainsi que tous les documents qui lui sont liés (à moins de mention à l’effet contraire aux termes des présentes ou dans ces documents) soient rédigés en langue anglaise.

COMPANY REPRESENTATIVES:

The Company Representative/Contract Coordinator is Chris Lupaschuk, at telephone number: (807) 620-5393, and email: Christopher.Lupaschuk@nexteraenergy.com.

The Supplier Representative is Sanjiv Karunakaran, at telephone number: (416)345-1240, and email: Sanjiv.Karunakaran@HydroOne.com

The Supplier Representative is Cris Serban, at telephone number: 807-624-2111 , and email: cris.serban@supercomindustries.com

TERMS AND CONDITIONS:
All Work provided under this Purchase Document shall be in accordance with the attached  NEGOTIATED TERMS AND CONDITIONS FOR CONTRACT WORK (NEXTBRIDGE & HONI/SUPERCOM), REV. 01-11-21 ("General Conditions").

Any capitalized term used in this Purchase Document and not defined in this Purchase Document shall have the same meaning ascribed the capitalized term in the General Conditions.

Any alternative, different, or additional terms and conditions referenced by Supplier in any Supplier proposal, quotation, or the like, or in subsequent Supplier correspondence are rejected and will not become part of this Purchase Document or the Release(s).

DESCRIPTION OF WORK:
Supplier shall supply specific goods, materials, equipment, and/or perform services to complete the Work as described in (i) this section, (ii) the line items listed below, or (iii) the referenced attachment(s) contained in this Purchase Document.

The Release shall specify the following (i) Work requirements with pricing breakdown, (ii) Schedule, (iii) Transportation Instructions, (iv) Packaging Requirements, (v) Invoicing Instructions, and (vi) Sales Tax applicability.   Each Release referencing this Purchase Document shall incorporate and be subject to the requirements and terms and conditions referenced in this Purchase Document.

All Work specified in the Release is subject to the approval and acceptance of the agents located at the shipping location identified in the “Ship To Information” section in the Release.

All goods and services shall comply with all listed terms, specifications, guidelines and instructions outlined in this Purchase Document.   Any exceptions to the listed terms, specifications, guidelines and instructions must be approved in writing by the Company Representative, and documented with a Change Form issued by the Company Representative.  Company Representative reserves the right to make revisions and or technical changes to any item with advanced notice to the Supplier.

PRICING/COST SCHEDULE:
The Supplier’s cost associated with the Work performed is described in (i) this section, (ii) the line items listed below, or (iii) the referenced attachment(s) contained in this Purchase Document. Any cost associated with the Work shall not change without an authorized Change Form by the Company Representative.

All pricing shall be in Canadian Dollars (CAD).

Purchaser agrees to pay Supplier in accordance with the time and material rates specified below, or as referenced in the attached rate sheet EWT Rate Schedule, Rev. 11-10-20.

CHANGES TO THE PURCHASE DOCUMENT:
Changes to the language, conditions, and/or terms of this Purchase Document shall only be approved upon written receipt of a Change Form issued by the Company Representative.

Any alternative, different, or additional terms and conditions referenced by Supplier in any Supplier proposal, quotation, or the like, or in subsequent Supplier correspondence are rejected and will not become part of this Purchase Document.

Changes to the scope of a Release issued from this Purchase Document shall only be performed upon receipt of a Change Form issued by the Company Representative.

ATTACHMENTS:
NEGOTIATED TERMS AND CONDITIONS FOR CONTRACT WORK (NEXTBRIDGE & HONI-SUPERCOM), REV. 01-11-21
EWT Maintenance Services SOW, Rev. 6-4-20
HONI-SUPERCOM Questionnaire Responses & Rate Schedule, Rev. 2-21-20*

*HONI-SUPERCOM Submission Package, Rev. 2-21-20
HONI-SUPERCOM Indigenous Economic Benefit Plan, Rev. 2-21-20

ACKNOWLEDGEMENT:
Supplier is required to sign and return the signed acknowledgment copy of this Purchase Document to the Purchaser procurement agent.
Failure to follow these instructions may prevent processing of Supplier’s invoice(s) for this Purchase Document.

As a duly authorized representative of Supplier, the undersigned acknowledges and accepts the terms of this Purchase Document, its attachments, and references.

Accepted By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.*