



QM LP STANDARD TERMS AND CONDITIONS

1.01 DEFINITIONS

1.01.1 "Delivery" unless stated otherwise, shall be construed as CIP in accordance with the latest version of Incoterms.

1.01.2 "Effective Date" shall mean the date on which the Purchase Order / Contract becomes binding on the Parties, that is, the date on which the Contract is issued to the Seller OR the signatory date.

1.01.3 "Party" refers to Purchaser or Seller, depending on the context. "Parties" refers to both the Purchaser and the Seller.

1.01.4 "Purchaser" shall mean the Party identified as such in the Contract, or the receiver of the Work.

1.01.5 "Purchase Order" and "Contract" shall be interchangeable and means the agreement between the Purchaser and the Seller.

1.01.6 "Seller" shall mean the Party identified as such in the Contract, or the provider of the Work or Services. If Seller consists of more than one person, firm and corporation, their obligations under the Contract shall be joint and binding on all.

1.01.7 "Site" shall mean the area where the Work is to take place.

1.01.7 "Work" shall mean everything required to be done or furnished by Seller under the Purchase Order/Contract as shown, implied or described in the Contract Documents and shall include such extra Work as may be authorized by the Purchaser.

1.02 INSURANCE

1.02.1 The Seller shall maintain and pay for such insurance as will protect the full value of the material associated with this Contract, its plant, equipment, materials and tools at all times during the life of this Contract.

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1) Certificate Holder on Certificate of Insurance is listed as: QM LP

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Burlington, ON L7L 6M9

2) QM is listed as additional insured on all policies (**except Workers' Compensation**).

3) All policies contain a Waiver of Subrogation in favour of QM.

4) **Worker's Compensation** to include:

a) Coverage is required for any business, with any amount of employees regardless if sole proprietor or whereby excluded by regulation. This applies to any level of contractor, subcontractor or beyond.

5) **Commercial General Liability (Occurrence Form)** to include:

b) Products and Completed Operations
c) Employer's Liability
d) No exclusion for Explosion, Collapse and Underground Property Damage

6) **Business Motor Vehicle Liability** to include:

a) Any Owned, Hired and Non-Owned Motor Vehicles

7) **Excess or Umbrella:**

a) Coverage over underlying liability policies

8) **Contractor Equipment Coverage** to include: (**if applicable**)

a) All machinery, temporary buildings, equipment and tools used in performance of work for QM

9) **Contractor's Pollution Liability**

10) **Aircraft Liability** to include: (**if work involves aircraft**)

a) Owned, Hired & Non-Owned Aircrafts
b) Passenger Liability

11) **Protection & Indemnity** to include: (**only applicable if work involves use of owned or chartered watercraft**)

a) Full Crew
b) Collision Liability
c) Tower Liability (**if applicable**)

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- d) Voluntary Removal of Wreck/Debris
- e) Charterer's Legal Liability (if applicable)
- f) Marine Pollution Endorsement

12) Hull & Machinery to include: (only applicable if work involves use of owned watercraft)

- a) Declared value of each Vessel
- b) Collision Liability

The following limits are verified for each category:

| REQUIRED INSURANCE COVERAGE: | Category 1 On Shore | Category 2 Off Shore | Category 4 Aircraft |
|---|---|---|---|
| Workers' Compensation | Coverage is required for any business, with any amount of employees regardless if sole proprietor or whereby excluded by regulation. This applies to any level of contractor, subcontractor or beyond | Coverage is required for any business, with any amount of employees regardless if sole proprietor or whereby excluded by regulation. This applies to any level of contractor, subcontractor or beyond | Coverage is required for any business, with any amount of employees regardless if sole proprietor or whereby excluded by regulation. This applies to any level of contractor, subcontractor or beyond |
| Commercial General Liability | Personal & Adv Injury: \$ 5,000,000 Per Occurrence (CAD) General Aggregate: \$ 5,000,000 Per Occurrence (CAD) Products Completed/ Ops: \$ 5,000,000 Per Occurrence (CAD) | Personal & Adv Injury: \$ 5,000,000 Per Occurrence (CAD) General Aggregate: \$ 5,000,000 Per Occurrence (CAD) Products Completed/ Ops: \$ 5,000,000 Per Occurrence (CAD) | Personal & Adv Injury: \$ 5,000,000 Per Occurrence (CAD) General Aggregate: \$ 5,000,000 Per Occurrence (CAD) Products Completed/ Ops: \$ 5,000,000 Per Occurrence (CAD) |
| Business Motor Vehicle Liability | \$ 5,000,000 Per Occurrence (CAD) | Not Required | Not Required |
| Excess or Umbrella | \$ 5,000,000 Per Occurrence (CAD) | \$ 10,000,000 Per Occurrence (CAD) | \$ 10,000,000 Per Occurrence (CAD) |
| Contractor Equipment Coverage | Replacement Cost Value (CAD) | Replacement Cost Value (CAD) | Replacement Cost Value (CAD) |
| Contractor sPollution Liability | \$ 10,000,000 Per Occurrence (CAD) | \$ 10,000,000 Per Occurrence (CAD) | \$ 10,000,000 Per Occurrence (CAD) |

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| | | | |
|---|--------------|-----------------------------------|------------------------------------|
| Aircraft Liability <i>If applicable</i> | Not Required | Not Required | \$ 10,000,000 Per Occurrence (CAD) |
| Protection & Indemnity <i>If own or charter</i> | Not Required | \$ 1,000,000 Per Occurrence (CAD) | Not Required |
| Hull & Machinery <i>If own watercraft</i> | Not Required | Vessel Value (CAD) | Not Required |

1.02.2 The Seller shall maintain and pay for such insurance as necessary to protect the Work.

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1.03 PAYMENT OF INVOICES

1.03.1 Payment of the price shall be made in Canadian dollars within 60 days after Buyer's receipt of invoice in accordance with these terms and conditions. If this Order is for the acquisition of Goods and/or Services for a specific project identified by a project number on the front page of this Purchase Order, payment will be made to Seller by Buyer within two weeks of the Buyer's receipt of payment from the Client. Without limiting any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under the Contract.

1.03.2 Final payment under this Purchase Order will only be made upon completion of the Work, including the supply of equipment, services, and release/test certificates as signed off by a representative of QM LP. Subject to any holdbacks and set-off, the Purchaser will pay all approved invoice amounts when paid by their client, as payment by client is a condition precedent to payment.

1.03.3 Progress payments shall be invoiced separately as per the Contract instructions with full backup documentation attached verifying the task is complete. This shall include sign off from the appropriate QM LP Project Manager or Project Lead.

1.03.4 Discount terms of payment shall be shown separately on all invoices. The cash discount period shall begin when the Work or invoice is received, whichever is later; provided, however, that the period will be extended for any delay caused by errors in invoices until correction has been made.

1.03.5 Invoices as a minimum, shall be submitted with the **Purchase Order Number**, copies of bills of lading, packing lists, certificates of origin, and such other documents customarily presented on a monthly basis. Invoices including transportation charges shall be supported by original receipted transportation bills. Consolidated shipments shall show pro-rates weights and rates. Prepaid shipping charges shall be shown as a separate item on each invoice.

1.03.6 Invoices shall show line item detail similar to the Purchase Order and declare all applicable taxes.

1.03.7 A Proper Invoice shall be submitted electronically to the Project Controls Administrator and the Accounts Payable department AccountsPayable@Qmenv.com must be included on the correspondence. The invoice must also include the Purchase Order number and have the correct Bill To information as set out in these Terms and Conditions. Dual submission of invoices will be construed as an attempt at double payment.

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1.04 OWNERSHIP OF WORK AND MATERIALS

1.04.1 The Work shall be at the risk of the supplier who shall bear all losses or damages, from whatsoever case arising which may occur to the Work until such Work has been accepted by the Purchaser and transferred to the Purchaser. Title to any portion of the Work shall pass to the Purchaser when the Purchaser has paid for that portion or all of the Work.

1.04.2 Where the supplier purchased material in bulk to satisfy this Purchase Order's needs, the Purchaser shall own the entire lot of material. The Supplier shall notify the Purchaser of any post manufacturing/construction remaining material as soon as such material becomes available. The Purchaser will advise the Supplier what to do with said material.

1.05 RIGHTS NOT WAIVED BY PAYMENT OR CERTIFICATE

1.05.1 No certificate given or payment made by the Purchaser shall be construed as evidence of satisfactory performance of the Work, either wholly or in part. The Work shall remain under warranty at all time.

1.06 WARRANTIES

1.06.1 Seller warrants that the Work shall be effected with the utmost diligence and competence, and carried out in accordance with the Purchase Order and all associated Contract Documents, specified standards, the latest Provincial or Federal Regulations, or, if not so specified, to Industry standards established for the Work. The Seller warrants that the work will be new, fit and sufficient for the intended purpose unless stated otherwise in the Purchase Order. Should the Work not be acceptable to the Purchaser, the Purchaser shall notify the Seller in writing and the Seller shall repair or replace the defective part of the work to the Purchasers' satisfaction. Should the Seller fail to repair or replace the deficiency in the Work to the Purchasers satisfaction, the Purchaser shall have the right to repair or replace the deficiency and hold the Seller responsible only for all direct costs associated with the repair or replacement. All transport costs for Work that has been repaired or replaced shall be paid by the Seller.

1.06.2 The warranty set out in this Contract shall extend over a period of eighteen (18) months minimum after installation or at least twenty-four (24) months from Delivery, whichever occurs first.

1.07 SUBMISSION OF SELLER'S DOCUMENTS

1.07.1 Seller shall provide to the Purchasers all Contract documents as set out in this Purchase Order/Contract. If not stated, then documents shall be submitted no later than ten (10) calendar days following Effective Date, in accordance with the detailed list of the Seller's documents called for in the Contract Documents.

1.07.2 Upon the Purchaser's request, the Seller, at the Seller's expense shall update or make changes as required to correct errors or inconsistencies and shall forth with submit these updated documents immediately to the Purchaser for review and acceptance. Failure to do so will be deemed as a breach of contract.

1.07.3 Purchaser's review of Seller's documents shall not relieve Seller of responsibility to comply with the Technical Specifications nor of any errors or omissions on the part of the Seller.

1.07.4 All documents issued by the Seller shall be of legible quality to permit replication by means of digital imaging or PDF.

1.07.5 Seller shall clearly identify all documents that are submitted for information purposes and that the Purchaser need not return and all Seller's documents shall be shipped by the Seller at no additional charge to the Purchaser.

1.07.6 All equipment and material described in Seller's documents shall be identified exactly as specified in the Contract Documents.

1.08 PLANNING, SCHEDULING AND PROGRESS REPORTING

1.08.1 Within ten (10) days of the Effective Date, for any Work which shall carry on beyond three (3) months, Seller shall submit for approval to the Purchaser an electronic copy (MS Scheduler or equivalent) of a complete detailed schedule covering the Work. The schedule shall include sufficient details to show the major activities and milestones including but not limited to: engineering, design, submittal of drawings for approval, placing of orders for material, receipt of material, inspections, shipment, start-up and commissioning.

1.08.2 There shall be no schedule revision without the Purchaser's prior written approval.

1.08.3 If requested by the Purchaser, the Seller shall furnish to Purchaser a monthly report, in form and content satisfactory to the Purchaser, showing the actual progress against the approved schedule. This report will be submitted on the fifth day of every month.

1.09 SUBSTITUTIONS AND QUALITY OF WORK

1.09.1 Whenever in the Contract Documents, any material, equipment, methods of fabrication or process is indicated or specified without qualification, and/or by catalogue number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material, equipment, method of fabrication or process desired.

1.09.2 Seller may offer in writing for Purchasers' acceptance to furnish material, equipment, or process other than that specified in the Contract Documents, which shall, as a minimum be substantially equal to or better in every respect. Seller shall submit all technical details, of the proposed substitutions to Purchaser for their acceptance and approval before making any changes. Making any substitutions or changes without Purchasers' approval will be seen as a major breach of contract.

1.09.3 Purchaser shall be the sole judge of the equality of the material, equipment, method of fabrication or process offered in substitution. The Seller shall remedy any work which does not meet the Purchasers' requirements.

1.10 SUB-VENDOR AND SUB-SUPPLIER ORDERS

1.10.1 The Seller shall upon request by the Purchaser supply unpriced copies of all purchase orders issued to its contractors/sub-vendors and suppliers for material or equipment forming part of the Work.

1.10.2 The Seller shall ensure that all of their contractors/sub-vendors are made fully aware of all of the requirements laid out in this Purchase Order, in Law, and by Industry convention to effectively execute the Work. No processes, QA requirements or technical specifications passed on to contractors/sub-vendors of the Seller shall be diluted or substituted unless approved by the Purchaser in writing.

1.10.3 As a condition precedent to the making of any payment hereunder, the Purchaser may require that the Seller provide the Purchaser with a certificate or certificates, issued by the Seller and/or each of Seller's substantial subcontractors, sub-vendors and suppliers, stating that all amounts due to the Seller and/or such subcontractors, sub-vendors and suppliers have been paid, together with corresponding lien waivers, all in form and substance acceptable to the Purchaser.

1.10.4 The Seller shall ensure that all of their contractors/sub-vendors have been made aware of the Site Plans, Safety Regulations, Site Safety Plans, among others, to ensure a safe work environment. Any incidents or issues are to be reported to any of the Purchasers' Representatives immediately.

1.10.5 The Seller shall ensure that all of its staff and Subcontractors have the appropriate insurance, safety training, and safety gear to be in compliance with Federal and Provincial Regulations, and the requirements of the Site.

1.11 QUALITY AUDIT, EXPEDITING AND INSPECTION

1.11.1 The Purchaser shall have the right, but not the obligation, to audit, to expedite and inspect the Work. The Purchaser's expeditors and inspectors shall be allowed access to the Seller's and its sub-vendor's workshops and the Seller shall provide all assistance to facilitate such access during all phases of the Work.

1.11.2 The Purchaser's staff shall have the right to give Seller instructions on the timely preparation of and adherence to Seller's schedule covering activities in engineering, issuance of drawings and data, procurement, fabrication, assembly, inspections, testing and shipping.

1.11.3 Where applicable, the Seller shall upon request submit to the Purchaser electronic copies of a quality assurance program and a detailed inspection and test plan. These shall be subject to review and approval by Purchaser's inspector or authorized agent.

1.11.4 The Seller shall at its own expense provide such assistance, labour, material, electricity, fuel, stores, apparatus and recently calibrated/accurate instruments required to carry out such inspections/shop tests efficiently.

1.11.5 The Seller shall give Purchaser at least five (5) working days written notice of the date and place at which Work shall be ready for inspection and/or testing. Purchaser or its agent may at the Purchaser's discretion attend the inspection and/or testing.

1.11.6 The Seller shall obtain from the Purchaser consent to subcontract or sublet Work or for the reassignment thereof. Purchaser may require Seller to undertake at Seller's own cost additional testing or inspection of the Work if such work is deemed insufficient or defective by the Purchaser. Purchaser shall so advise Seller within ten (10) calendar days of providing said request.

1.11.7 Inspection of the Work, acceptance thereof, payment, or approval given by Purchaser shall not relieve the Seller of its obligations for the proper performance of the Work or of rectifying any faults, defects or non-conformances which may be identified by the Purchaser or by the Seller after such inspection or acceptance of Work.

1.11.8 In the event that any faults, defects or nonconformities become apparent during inspection and/or testing, the Seller shall promptly and at its own expense, rectify the fault, defect or nonconformity and immediately advise the Purchaser as soon as the Work is available for re-inspection.

1.11.9 After Delivery should the Purchaser suspect defect(s) in the Work supplied

by the Seller, the Purchaser shall have the right to perform non-destructive tests which the Purchaser may require to evaluate the Work. The Purchaser shall have the right to utilize the services of an independent testing firm. The Seller shall reimburse the Purchaser for the expense of the testing only if the tests confirm that the Work is defective.

1.12 EQUIPMENT AND MATERIAL TAGGING

1.12.1 All Work shall be clearly identified by the Seller with either the Seller or if requested the Purchaser's equipment tag number or part number as described in the Contract Documents.

1.12.2 Tags shall be stainless steel and wherever possible riveted (otherwise, attached by means of stainless steel wire) below or beside the Seller's equipment identification nameplate in an identical manner as the Seller's nameplate.

1.12.3 If alternate means must be employed metal stamping, stencils or other markings will be permitted only with the Purchaser's written authorization.

1.12.4 Accessory items shall be identified in the same manner as the main components of the Work, regardless of whether they are shipped attached to the Work or shipped loose.

1.12.5 Parts not suitable for individual tagging (nuts, bolts, etc.) shall be shipped in polyethylene bags with master tag number, quantity and Seller's part number printed legibly on the bag with marking ink.

1.13 PACKAGING, SHIPPING AND DELIVERY

1.13.1 The Seller shall give the Purchaser written notice of not less than ten (10) working days of the time and place at which the Work is to be packaged for shipment.

1.13.2 If any Work, for any reason whatsoever, has not been inspected during the fabrication or before packaging, the Purchaser shall have the right to inspect such Work at the Delivery point designated in the Contract, provided that the Purchaser notifies the Seller of its intent to do so by his written order to proceed with the packaging.

1.13.3 The Seller is to separate all hazardous, flammable and dangerous materials, package these separately, identify and affix the applicable suppliers label per

local and international regulations. The Seller shall notify the Purchaser of the hazardous, flammable and dangerous materials and obtain direction on the consignment of these materials.

1.13.4 Each package shall be clearly marked with the Delivery point, for furtherance to the destination point if specified in the Contract, the Purchaser's Purchase Order number, and other marks as stipulated in writing by Purchaser.

1.13.5 When an individual shipment consists of multiple cases, skids, crates, containers, or other, each one shall be sequentially numbered.

1.13.6 The Seller is to package or protect the Work for transport. The Seller shall be liable for any damages resulting from insufficient or inadequate packaging or protection.

1.13.7 The Seller, upon receiving the order to proceed with the packaging shall give the Purchaser written notice of the date of Delivery in accordance with the Contract, the type of transport used and the name and address of the carrier, freight forwarder, and/or agent.

1.13.8 As soon as possible after receipt of the Work at the destination point designated in the Contract, the Purchaser will advise the Seller of any damage, shortages, or non-conformities. The Seller shall immediately take all necessary measures to rectify any damage, shortages, or non-conformities.

1.13.9 Time is of the essence for this Contract and the Seller shall effect Delivery in strict accordance with the schedule of completion and Delivery of the Work as set out in the Contract Documents.

1.14 SUPPLY OF SPARE PARTS

1.14.1 The Seller guarantees that it will maintain available or provide on request for a period of two (2) years after Delivery a supply of consumable, spare, and replacement parts for the Work.

1.15 RETURN OF WORK

1.15.1 In the event of any Work delivered in error or in excess of the quantities required, the Purchaser shall have the right to return such Work at the Seller's expense.

2.01 CONTRACT DOCUMENTS

2.01.1 No representation, inducement, promises or agreement not specifically set out herein shall be of any force or effect. The documents forming the Contract are to be taken as mutually explanatory of one another, however if any ambiguities and inconsistencies among provisions in various contract documents arise, for the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- 1) Master Agreement (Contract Document)
- 2) QM LP Standard Terms and Conditions

2.01.2 The Contract Documents shall be interpreted as whole. They are complementary and what is called for in any one shall be binding as if called for by all of them.

2.01.3 Should any error or inconsistency appear in the Contract Documents, the Seller shall promptly bring it to the attention of the Purchaser in writing and the Purchaser shall decide the intent and arrange for the necessary corrections.

2.02 COMMUNICATIONS

2.02.1 All communications related to this Contract shall be in writing and transmitted by letter post, courier or e-mail.

2.02.2 All communications shall clearly reference the applicable Purchase Order / Contract number.

2.03 LIENS OR CLAIMS

2.03.1 The Seller agrees to pay, discharge and hold the Purchaser harmless from all liens, claims, suits (including but not limited to counsel fees and other legal costs, judicial and extra-judicial), or judgments and awards of subcontractors, suppliers, staff and others which may, whether before or after final payment is made to the Seller, arise out of or have any connection with this Purchase Order / Contract. The Seller shall, whenever the Purchaser requests, furnish the Purchaser with proof satisfactory to the Purchaser that all such liens, claims, suits, judgments and awards have been satisfied and released. The Purchaser shall also have the right to pay directly to any sub-vendor, subcontractor, supplier or employee any sum due or to become due from Seller to any of them for performing or furnishing any work, labour, material, supplies, tools, equipment or other things used, or intended for use, in connection with the Work; and Seller shall upon demand reimburse the same to the Purchaser unless the

Purchaser has deducted the same from monies owing to the Seller.

2.04 TERMINATION ASSIGNMENT AND BANKRUPTCY

2.04.1 The Purchaser may, at any time terminate this Contract for cause or convenience, by written notice indicating the effective date of termination and/or the extent of the Work to be performed prior to the termination; subject to the following: (i) the Purchaser shall pay to the Seller the value of the Work performed as of the termination. (ii) the Purchaser shall deduct the salvage value to the Seller of any part of the Work which the Seller is directed to retain-; and (iii) the Seller shall have no further claim against the Purchaser, including without limitation, for loss of anticipated profit.

2.04.2 If the Seller is in breach of any provision of the Contract, then the Purchaser may give the Seller written notice of termination of the Contract and take possession of the Work, and of the equipment and material relating to the Work. In such case the Seller shall receive payment from the Purchaser for the value of the Work performed up to the date of termination, less amounts previously paid to the Seller and less the extra cost of completing the Work.

2.04.3 In the event of bankruptcy, receivership, dissolution or any similar event affecting the Seller, this Contract shall *ipso facto* be terminated and irrevocably deemed to be null and void. This Contract in such event shall not be treated as an asset to the estate of the Seller.

2.04.4 The Seller shall not assign the Contract nor any monies due or to become due hereunder without prior written consent of the Purchaser and any attempted assignment without the Purchaser's consent shall irrevocably be deemed to be null and void.

2.04.5 This Contract shall be binding on and ensure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns.

2.05 PROPERTY OF DRAWINGS AND INFORMATION

2.05.1 All documents and information exchanged by the Parties shall become the property of the Purchaser.

2.06 CHANGES IN THE WORK

2.06.1 Purchaser may order extra Work or make changes by altering, adding to, or deducting from the Work and shall work out proper compensation for such changes with the Seller. These requests shall not hold up the progress of the existing Work.

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2.06.2 If the Seller claims that any instructions received from the Purchaser justify additions to the Contract price, the Seller shall give the Purchaser written summary of the increased costs within ten (10) days after the receipt of such instructions for review and acceptance. No such extra shall be allowed or form the basis of any claim for compensation in addition to the Contract price, unless a detailed estimate of the cost is approved and ratified by a Change Order issued by the Purchaser.

2.06.3 In the event that any change or alteration results in a decrease in the Work, the Contract price shall be reduced accordingly and no allowance shall be made to the Seller for loss of anticipated profit on the Work forfeited.

2.06.4 Notwithstanding any disagreement or dispute between the Parties as to any of the provisions, there shall be no interruption of the Work pending settlement or resolution of such dispute or disagreement.

2.07 SUBCONTRACTING OF WORK

2.7.1 The Seller shall not subcontract or sublet any portion of the Work without the Purchaser's prior written consent.

2.7.2 The Seller shall not reassign or change subcontractors or sub-vendors without the Purchaser's prior written consent.

2.7.3 The Seller shall be fully responsible for the performance of any Work subcontracted or sublet to sub-vendors. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor or sub-vendor and the Purchaser.

2.8 INDEMNIFICATION

2.8.1 The Seller shall save harmless and indemnify the Purchaser, its agents, as well as subsidiaries affiliated and associated companies and employees of any one of them from and against all claims, suits, judgements and awards (including all legal expenses, client to counsel fees and other related costs) which may result from the execution of the Work done by the Seller.

2.9 FORCE MAJEURE

2.9.1 In the event that either Party is prevented from fulfilling its obligations by *force majeure* or act of God, the affected Party shall immediately notify the other Party in

writing, identifying the event of *force majeure* and provide possible solutions to mitigate schedule delays.

2.9.2 The following, shall constitute but not limited to cases of *force majeure*: war, major public disturbance, strike (except of the Seller's employees), earthquake, fire, explosion, other natural disasters, orders or prohibitions of public authority.

2.9.3 The Seller shall, at its own cost, take all steps necessary to resume the Work as soon as possible.

2.9.4 If a Party is prevented from performing its obligations under the contract for a period of ten (10) consecutive calendar days or more, the Parties shall meet to examine the incidences of *force majeure* and establish new conditions for completion of the Work and the contract schedule, or at the option of the Purchaser, the Purchaser shall have the right to terminate the Contract.

3.01 LAWS

3.01.1 This Contract shall be construed in accordance with the Provincial laws of the Province where the Work resides.