

Veolia North America ("Veolia") – Purchase Order Terms & Conditions - Canada

Veolia and its affiliates as the "Buyer"

Effective January 4, 2019

ACCEPTANCE – Commencement of performance of this purchase order ("Order") shall constitute acceptance hereof by Seller, provided that Buyer may unilaterally cancel this Order without cost at any time prior to having received Seller's written unqualified, unconditional acceptance hereof. Seller's acceptance of this Order shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions hereof. Buyer shall not be bound by and hereby rejects any provisions additional to or at variance with the terms hereof that may appear in Seller's quotation, acknowledgment, confirmation, invoice or in any other communication from Seller to Buyer unless such provision is expressly agreed to in a writing signed by an authorized agent of Buyer. Buyer's acceptance of the goods or services described on the reverse side of this document (the "Goods" or "Services") shall constitute acceptance of such Goods or Services subject to the provisions hereof only, and shall not constitute acceptance of any counterproposal submitted by Seller not otherwise accepted in a writing signed by an authorized agent of Buyer. Upon acceptance, this Order shall constitute the entire agreement between Buyer and Seller, supersede all prior negotiations, discussions and dealings and may not be modified or rescinded except by a writing signed by both Seller and Buyer.

ANTI-CORRUPTION COMPLIANCE

1. In carrying out the terms of this Order, Seller hereby undertakes to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment, including:

- (a) the 1977 Foreign Corrupt Practices Act of the United States,
- (b) the 1998 Canadian Corruption of Foreign Public Officials Act,
- (c) the 2010 UK Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997.

Seller undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption.

2. Seller declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of Buyer pursuant to this Order do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Buyer or to gain any advantage in the conduct of business for Buyer.

3. Seller further undertakes to ensure that neither Seller nor any of its legal representatives, directors, employees, agents, subcontractors and anyone performing services for or on behalf of Buyer under this Order has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.

4. Seller undertakes to retain for an appropriate period following termination of this Order, accurate supporting documentation of its compliance with the terms of this clause.

5. Seller agrees to notify Buyer of any breach of any term of this clause within a reasonable time.

6. If Buyer notifies Seller that it has reasonable grounds to believe that Seller has breached any term of this clause:

- (a) Buyer is entitled to suspend performance of this Order without notice for as long as Buyer considers necessary to investigate the relevant conduct without incurring any liability or obligation to Seller for such suspension;
- (b) Seller is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct.

7. If Seller breaches any term of this clause:

- (a) Buyer may immediately terminate this Order without notice and without incurring any liability.
- (b) Seller undertakes to indemnify Buyer, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by Buyer arising out of such breach.

ATTORNEY FEES – If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment obtained in any such action or proceeding.

BUYER'S PROPERTY – Unless otherwise agreed in writing, all tools, equipment or Goods and Services of every description furnished to Seller by or on behalf of Buyer or specifically paid for by Buyer or prepared by Seller for Buyer or at Buyer's request and any replacement thereof or modification thereto, or any Goods affixed or attached thereto, shall be and remain the sole property of Buyer. Such property (a) shall be clearly marked "Property of Buyer", (b) shall not be used except in filling Buyer's Orders; (c) shall be held at Seller's risk; and (d) shall be promptly delivered without cost to Buyer at its written request. Seller shall supply Buyer with an inventory of such property quarterly. Any specifications, drawings, sketches, models, samples, tools, technical information or data, and any other confidential or proprietary information, written, oral or otherwise (all hereinafter designated "information") furnished to Seller thereunder or in contemplation hereof shall remain Buyer's property. All copies of such information in written, graphic or other tangible form shall be immediately returned to Buyer without cost upon its request. The information shall be kept confidential by Seller, shall be used only in the filling of Buyer Orders, or in performing obligations thereunder and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing. No information furnished by Seller to Buyer or in contemplation hereof shall be considered by Seller to be confidential or proprietary except as specifically agreed to in writing by an authorized agent of Buyer.

CANCELLATION – Buyer may cancel this Order at any time upon written notice to Seller. Upon cancellation of this Order, Seller will be paid for the Goods received and Services performed, and accepted by Buyer through the effective date of cancellation. In addition, in the event that (i) any Goods fail to conform to any applicable warranties, (ii) Seller fails to make any required deliveries, (iii) Seller breaches any terms or conditions of this Order, (iv) Seller becomes insolvent, (v) a voluntary petition in bankruptcy is filed by Seller, (vi) an involuntary petition to have Seller declared bankrupt is filed, (vii) a receiver or trustee for Seller is appointed, or (viii) an assignment for the benefit of creditors is executed by Seller, Buyer shall have the right to immediately cancel this Order without any liability whatsoever to Seller or any other person or entity. In the event of such cancellation, Buyer, without prejudice to any other rights available to Buyer for breach of contract, shall have the right to: (a) refuse to accept delivery of the Goods or performance of the Services, (b) return to Seller any Goods already accepted and recover from Seller all payments made therefor and for freight, storage, handling and other expenses incurred by Buyer and be relieved from liability for any future payments to Seller, (c) recover any advance payments to Seller for undelivered or returned Goods or Services to be performed, and (d) purchase Goods or Services elsewhere and require Seller to immediately reimburse Buyer for any resulting losses.

CODE OF CONDUCT - A commitment to integrity and high ethical standards in all of our business operations is at the core of Buyer's corporate culture. Therefore, Buyer has implemented a Code of Business Conduct and expects its employees to adhere to it when dealing with suppliers. Buyer requires the same high ethical standards of its suppliers and requires that they not conceal or facilitate any illegal or improper payments or receipts, or support an inference or appearance of wrongdoing. Seller's employees must not involve themselves, directly or indirectly, in any improper payments or promises (for example, promise of future employment) to any Buyer's employees, officials, or other representatives of any governments to secure any business or favor, or to influence any official act. In addition, Seller should not offer Buyer employees any gifts of significant value, including free travel or lodging.

COMPLIANCE WITH LAWS – Seller warrants that Goods manufactured or Services performed pursuant to this Order are manufactured and shipped or performed in compliance with all applicable federal, provincial, local laws, rules and regulations.

CONFIDENTIALITY – In connection with the negotiation and performance of this Order, Seller may receive information from Buyer which is confidential or proprietary in nature ("Confidential Information"). Confidential Information includes information that is labeled confidential or proprietary or, for information disclosed orally, if it is identified as confidential or proprietary at the time of disclosure, and all other information that the Seller knew, or reasonably should have known, was the Confidential Information of Buyer. Seller agrees that it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information. Seller also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Order, and shall limit disclosure of Confidential Information within its own organization to individuals whose duties justify the need to know such information, who have a clear understanding of the obligations of this Order and who are legally obligated to comply with the terms of this Order.

The term "Confidential Information" shall not include information which (a) at the time of disclosure is available to the public; or (b) after disclosure becomes available to the public through no fault of Seller provided that the obligation of Seller shall cease only after the date on which such information has become available to the public; or (c) Seller can demonstrate through tangible evidence was in its possession before receipt from Buyer; or (d) is disclosed to Seller without restriction on disclosure by a third party who has the lawful right to disclose such information.

At the expiration or termination of this Order, Seller shall return or destroy (if requested by Buyer) all copies, extracts or other reproductions in whole or in part of the Confidential Information disclosed to the Seller by Buyer. If Buyer requests destruction of the documents, Seller shall provide a certification of such destruction, by an officer of Seller. Seller shall retain no copies of any Buyer Confidential Information.

This Section shall survive the termination or expiration of this Order, for whatever reason.

COUNTERPARTS – This Order may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.

DELAYS IN DELIVERY – Time is of the essence, but Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control and without its fault or negligence. If Seller does not comply with Buyer's delivery schedule, Buyer in addition to remedies provided by law, at its option, may either approve a revised delivery schedule or may terminate this Order and hold Seller accountable for all losses and damages arising therefrom. Buyer has the right, at any time, to change the place and/or time of delivery. Any claim by Seller for adjustment because of a change in place and/or time of delivery will be deemed waived unless asserted in writing within ten (10) days after receipt by Seller of the request for change.

DELIVERY SCHEDULE – Seller understands and agrees that if Seller makes any commitments or production arrangements in excess of the amounts set forth herein or in advance of the time necessary to meet Buyer's delivery schedule, it does so at its own risk, and Buyer shall have no liability to Seller or any other party relating to same. Goods shipped in advance of the time required in this Order may, at Buyer's option, be returned to Seller at Seller's expense. Buyer reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost.

DRAWINGS – Buyer's review and approval of drawings submitted by Seller will be for and cover only general conformity to the specifications. Such approval will not constitute approval of any dimensions, quantities or details of the Goods shown by such drawings, and shall not relieve the Seller of its responsibility for meeting all specifications of this Order. Buyer retains the right of final approval for all finished Goods.

ENVIRONMENTAL PERFORMANCE – Buyer is committed to operating in an environmentally responsible manner and has established an Environmental Management System. As such, Seller warrants that Services performed will be done in accordance with local, state, and federal environmental regulatory requirements, and in conformance with accepted practice in the industry. This includes, but is not limited to Seller's obligation to not illegally dispose of or otherwise improperly manage hazardous wastes, not cause illegal discharges to grounds or waterways or discharges to air that exceed levels that would be considered environmentally unsafe. These requirements apply to subcontractors working under the direction of Seller. Additional site-specific environmental requirements may apply depending on the Buyer's site where the Services are provided.

EQUAL EMPLOYMENT OPPORTUNITY - Seller and its subcontractors shall comply with all applicable laws promoting relative to equal employment opportunity (including applicable laws requiring contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability) prohibiting discrimination against all individuals based on their race, color, religion, sex, or national origin.

GOVERNING LAW – The contract resulting from acceptance of this Order by Seller shall be governed by and construed according to the laws of the Canadian Province where the Services will be performed. For sale of Goods or if the Services are to be performed in various Canadian Provinces, then this Order shall be governed by and interpreted according to the laws of the Province where the Buyer's head office is located. The applicable governing law shall be determined as noted above without regard to any conflicts of law or rules that might apply to the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of the applicable Province in respect of all matters arising out of or in connection with this Order, and shall not be governed by or construed under the U.N. Convention On Contracts For International Sale Of Goods ("CIGS"), the parties agreeing that CIGS shall not apply to this Order or the enforcement or interpretation hereof.

INDEMNIFICATION AND LIMITATION ON LIABILITY - To the fullest extent permitted by law, Seller and its parent(s), subsidiaries and/or affiliates ("Indemnifying Parties") shall defend, indemnify and hold harmless Buyer and its parents, subsidiaries and affiliates and their respective officers, employees, agents, subcontractors and customers against all damages, claims, actions, liabilities, fines, assessments and expenses (including costs associated with recalling any Goods, reasonable attorneys' fees and costs) arising out of or resulting in any way from (i) any defect in the Goods or Services, (ii) any breach of any warranty or other term of this Order, (iii) the presence of Indemnifying Parties' agents, representatives, employees or subcontractors on Buyer's premises (including, without limitation, personal injury, illness or death of Indemnifying Parties' agents, representatives, employees or subcontractors; and property damage), regardless of the cause of such injury, illness or death, and even though caused in whole or in part by a pre-existing defect, the indemnified party's (or indemnified persons') negligence or any other actual or alleged legal fault, whether sole, joint or concurrent, and (iv) the negligent acts or omissions of Indemnifying Parties, its agents, representatives, employees or subcontractors related to the performance of the services under this Order, but in no event shall the indemnity obligation apply to liability caused by the willful misconduct or sole negligence of Buyer with regard to (i) and (ii) above.

Indemnifying Parties will conduct the defense of a third party claim diligently and with counsel reasonably satisfactory to Buyer, and will not consent to the entry of a judgment or enter into any settlement with respect to the claim without the prior written consent of Buyer (not to be withheld unreasonably).

NOTHING IN THIS ORDER SHALL BE CONSTRUED TO SUBJECT BUYER TO LIABILITY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS (WHETHER IT CONSISTS IN A DIRECT OR INDIRECT DAMAGES), LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF THIS ORDER OR ANY GOODS OR SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN),

REGARDLESS OF WHETHER THE COMPANY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

In no event shall the aggregate liability of Buyer arising out of or relating to this Order exceed, in the aggregate, the fees paid by Buyer for the Goods and Services during the twelve (12) months preceding the event giving rise to the claim.

This Section shall survive the termination or expiration of this Order, for whatever reason.

INDEPENDENT CONTRACTOR – Seller shall perform the Services as an independent contractor with exclusive control of the manner and means of performing the Services in accordance with the requirements of this Order. Seller has no authority to act or make any agreements or representations on behalf of Buyer or Buyer's customer and no contractual relationship exists between Seller and Buyer's customer. This Order is not intended to create, and shall not be construed as creating, between Buyer and Seller, the relationship of principal and agent, joint venturer, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by Seller shall be, or shall be deemed to be, an employee or agent of Buyer or Buyer's customer.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS – The following terms apply to any infringement, or claim of infringement, on any patent, trademark or copyright based on the manufacture, normal use or sale of any Goods furnished to Buyer hereunder or in contemplation hereof. Seller shall indemnify Buyer and its customers for any loss, damage, expense or liability that may result by reason of such infringement or claim (including without limitation reasonable attorneys' fees, costs and expenses), except where such infringement or claim arises solely from Seller's adherence to Buyer's written instructions or directions which relate to the Goods other than (1) commercial material or equipment, or (2) items of Seller's origin, design or selection, and Buyer shall indemnify Seller in such excepted cases. Each party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible hereunder. Each party shall notify the other promptly of any claim of infringement for which the other is or may be responsible hereunder, and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

INSIGNIA – Goods rejected or not purchased by Buyer which utilize or carry any Buyer name, trade name, trademark, insignia, symbol, decorative design or evidence of Buyer's inspection (all hereinafter designated ("Insignia")) shall have all such Insignia removed prior to any sale, use or disposition thereof. Seller agrees to indemnify and hold Buyer harmless from any claim, loss or damage arising out of Seller's failure so to do. This clause shall in no way modify the provisions hereof relating to the use of information.

INSPECTION – Buyer and its customers reserve the right to expedite, inspect or witness the test of the Goods at any time and place including the Seller's and its subcontractor's facilities with prior notice.

INSURANCE – Without in any way limiting Seller's liability hereunder, Seller shall maintain the following minimum limits of insurance with insurance companies rated A-VII or higher by A.M. Best's, to cover the risk of losses associated with this Order: (i) Workers' Compensation subject to Provincial requirements; (ii) Employer's Liability with limits of not less than CAD1,000,000 each accident; CAD1,000,000 each employee; CAD1,000,000 policy limit; (iii) Commercial General Liability, written on ISO CG 00 01 coverage form or its equivalent. No limiting or exclusionary endorsements material to Seller's obligations in this Order may be attached. Coverage shall include: a) contractual liability; b) explosion, collapse & underground perils (XCU); c) third-party over action coverage; d) Riggers Liability endorsement for the use of cranes, booms or other rigging equipment, if applicable; and e) amendment of the aircraft exclusion to include coverage for the use of commercial UAVs (drones), if applicable, with combined limits of not less than CAD2,000,000 per occurrence for property damage and bodily injury (PD/BI); CAD2,000,000 general aggregate; and CAD2,000,000 products/completed operations aggregate; (iv) Automobile Liability – covering all owned (if any), hired and non-owned autos with limits no less than CAD2,000,000 combined single limit each accident. If Seller is performing any hauling, endorsements MCS-90 and/or CA 99 48 shall be attached; (v) Umbrella/Excess Liability – providing coverage at least as broad as the underlying policy(ies) may be utilized to meet minimum limits outlined above; (vi) Property – Seller shall be solely responsible for protecting and insuring all property owned, leased or used by Seller to provide Goods or Services during the term of this Order; and **[If Applicable]** (vi) Professional Liability (Errors & Omissions), coverage shall not exclude Technology Errors & Omissions coverage if Seller will have any type of access to any Buyer systems, including, but not limited to, any Buyer-owned or managed IT asset (network, server or application) wherever it is hosted, with combined limits of not less than CAD2,000,000 each claim; and CAD2,000,000 annual aggregate; (vii) Contractor's Pollution Liability, with combined limits of not less than CAD5,000,000 each claim; and CAD5,000,000 annual aggregate; (viii) Valuable Papers, with combined limits of not less than CAD1,000,000 covering "All Risk Perils" for damage to all drawings, specifications, plans, computations, sketches, test data, survey results, photographs, renderings, or other paper or reproductions; (ix) Cyber Liability, with combined limits of not less than CAD1,000,000 each claim; and CAD2,000,000 policy limit; and (x) Crime Insurance or Employee Dishonesty Bond, in the amount of CAD2,000,000 each claim; and CAD2,000,000 policy limit.

Contractor's pollution liability policy shall provide coverage for:

- (a) Bodily injury, sickness, disease, sustained by any person, including death;
- (b) Property damage, including physical injury to or destruction of third-party tangible property including the resulting loss of use thereof;
- (c) Cleanup costs, and the loss of use of third-party tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
- (d) Defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims;
- (e) Contractual liability coverage, e.g., coverage for liability assumed by Seller under this Order; and
- (f) The full scope of the Seller's operations as described within the scope of work for this Order.

Contractor's pollution liability coverage may not contain separate restrictions for:

- (a) Insured versus insured actions (however, exclusions for claims made between insureds within the same economic family are acceptable);
- (b) Completed operations in any coverage part of the policy for either the insured or additional insured;
- (c) Damage to property that cannot be used or is less useful because of operations of Seller; or
- (d) Work performed by subcontractors.

In the event that the Canadian Province where Goods or Services are to be provided allows an employer to opt out of Workers Compensation coverage, Seller shall nevertheless obtain a Workers Compensation policy complying in all respects with this provision.

Prior to providing any Goods or Services under this Order and prior to expiration of any policy required under this Order, Seller will provide Buyer with an ACORD certificate of insurance evidencing that the above described coverages are in full force and effect. Seller will include Buyer, its parent companies, subsidiaries, affiliates, and each of their officers, directors, employees, agents, representatives and Buyer's customer (if applicable), (collectively "Buyer Additional Insured") as additional insured with respect to the Commercial General Liability, Automobile Liability, Umbrella/Excess Liability and Contractor's Pollution Liability coverages. All policies shall be primary and non-contributory, provide a full waiver of the insurer's right of subrogation in favor of Buyer Additional Insured and/or any subcontractor with respect to claims that are covered or should have been covered by valid and collectible insurance provided hereunder and said waiver will extend to any deductibles, co-insurance or other forms of retentions. Seller will not permit any cancellation or non-renewal in the insurance coverage to be provided hereunder without thirty (30) days' written notice to Buyer.

Cyber liability coverage shall cover network security and privacy risks including, but not limited to 1) liability arising out the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack or transmission of virus malicious code, and 2) failure to protect sensitive personal or corporate information in any format, including but not limited to data exposed by a hacker, lost device, employee, or physical records.

All policies shall be issued on occurrence-based forms, except for Professional Liability, Contractor's Pollution Liability, Cyber Liability, and Crime Insurance, which may be issued on a claims-made form. All claims-made policies will be at least retroactive to the earlier of the date of this Order or the commencement of Seller's Services in relation to this Order, and shall be maintained for three (3) years after the expiration or termination of this Order.

These insurance requirements will not be construed in any matter as waiving, restricting or limiting Buyer's rights or Seller's obligations under this Order. Buyer does not represent that coverage or limits herein will be adequate to protect Seller. Seller remains responsible for any liability not paid by insurance including deductibles and retentions.

NON-WAIVER – The failure by Buyer to enforce at any time, or for any period of time, any of the provisions hereof shall not be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision.

NOTICES – Any notice given under this Order shall be in writing and sent (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or (iii) by facsimile with acknowledgment received. Notice may also be sent by e-mail provided that confirming notice according to one of the methods of the preceding sentence is sent within three (3) days after the e-mail transmission. All notices will be effective when first received at the address of Seller on the reverse side of this Order or to Buyer at Veolia North America, LLC, 53 State Street, 14th Floor, Boston, MA 02109, Attn: General Counsel, E-mail: general.counselNA@veolia.com and na.procurement.notice@veolia.com. Seller is required to provide notification to Buyer at na.information.security@veolia.com and general.counselNA@veolia.com of any suspected or actual breach of security or unauthorized use or disclosure of Buyer personally identifiable information or Confidential Information and/or Buyer's business systems which Seller becomes aware of in connection with the Services and/or deliverables provided under this Order ("data breach"). Notification shall be made in accordance with applicable laws or regulations, but no later than three (3) calendar days after Seller is made aware of a data breach.

PAYMENT TERMS – Seller agrees to submit all invoices to us.apinvoices@veolia.com. Buyer's payment terms are 2% 15 or NET 60 (i.e., 2% discount will be taken on the undisputed amount if paid within fifteen (15) days from receipt of a correct invoice or the undisputed amount will be paid within sixty (60) days from receipt of a correct invoice) after receipt of the Goods (including all documents required in this Order), performance of the Services, verification that the quality of Goods or Services received meets Buyer's specifications. Each invoice must include the PO number and the site ID. If Seller fails to include the aforesaid information on each invoice, Buyer may reject the invoice and delay payment until a correct invoice is received. If Seller fails to ship the Goods or perform the Services in accordance with the times stipulated in this Order, Buyer may delay payment equal to the number of days the Goods or Services were delayed by the Seller, as an equitable adjustment. Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliates to Buyer. Payment of any invoice by Buyer shall not imply inspection, approval, or acceptance of the Goods or Services by Buyer. Payment to Seller shall be by electronic funds transfer to a Canadian based bank designated by Seller.

PRICES – All prices are firm, fixed and not subject to escalation. Prices include all applicable federal, state and local taxes or charges (for which Seller shall be solely responsible) except state sales tax may be invoiced if applicable. All costs and expenses relating to boxing, packing, loading, bracing, cartage or extra insurance are included in the price, and no additional charges of any kind will be allowed relating to same.

PUBLICITY – No news release, public announcement, public disclosure or denial or confirmation of the foregoing, regarding this Order or any phase of the Services hereunder will be made by Seller and under no circumstances shall Seller issue, or permit to be issued, any advertisement or literature of any kind, or list Buyer or Buyer's logo on Seller's website or any social media site, or conduct or permit to be conducted any interview or news conference referring to Buyer.

REJECTIONS – If any Goods are found by Buyer within a reasonable time after delivery to Buyer's destination to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order. Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such Goods at Seller's expense, which Goods shall not be replaced by Seller, without prior written authorization from an authorized agent of Buyer.

REMEDIES – Remedies herein reserved to Buyer shall be cumulative, and in addition to any other or further remedies provided in law or equity.

SEVERABILITY – Nothing contained herein shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provisions of this Order and any present or future statute, law, ordinance or regulation, the former shall be curtailed and limited only to the extent necessary to make it comply with such statute, law, ordinance or regulation.

SPECIFICATIONS – Seller expressly warrants that all Goods and Services covered by this Order will conform to the specifications, drawings, samples or other description(s) furnished or adopted by Buyer and will be of good quality and workmanship and free from defects. Goods furnished to Buyer's patterns, specifications, drawings, or fabricated with its tools shall not be furnished or quoted to any other person or entity.

SUBCONTRACTING & ASSIGNMENT – Except as to raw material purchases or standard commercial articles or parts, Seller may not subcontract any portion of the work without prior written consent of Buyer. Assignment of this Order or any interest herein or any payment due or to become due thereunder without the prior written consent of Buyer shall be void and of no effect and may, at the option of Buyer, render this Order void.

TRANSPORTATION – Unless otherwise specified, all deliveries to Buyer by Seller shall be F.O.B. destination, freight prepaid. Seller shall make no provision for transportation insurance when Buyer is in control of the shipment and responsible for the freight charges, unless specifically authorized to do so in writing. No insurance charges will be allowed unless authorized in writing by Buyer. Irrespective of F.O.B. point, during the period that the Goods are in possession of Seller, all risk of loss or damage to the Goods shall be on Seller.

TRAVEL – All travel, together with estimated costs, must be pre-approved by Buyer and airfare, hotel, ground transportation, reasonable meals and other travel-related expenses will be invoiced separately from the fees at actual cost. Seller will make every effort to reduce travel costs when possible and stay in hotels with preferred rates with Buyer and comply with Buyer's travel policy.

WARRANTY – Seller warrants to Buyer and its customers that the Goods and Services furnished will be of good quality, free from defects in material, design and workmanship, will conform to the specifications, drawings, or samples and are suitable for their intended purpose(s) as represented to Buyer. All warranties shall succeed to Buyer, its successors, assigns, and all persons and entities, including affiliates of Buyer, to whom the Goods may be resold or leased.

Seller warrants it has not knowingly included any known viruses (including, but not limited to Trojan horses, or worms, or other software code designed to permit unauthorized access to, or to erase or otherwise harm, Buyer software, hardware, or data) with the software and the medium on which it was originally provided to Buyer.

WORK OF THE SELLER – All work shall be performed in accordance with sound and generally accepted trade and industry practices and standards by competent practitioners fully qualified (and licensed, if required by law) in their respective disciplines. If Seller's performance under this Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall comply with all applicable provisions of federal, state and local laws and regulations including rules, safety requirements and regulations established for such premises. Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such performance.