

## Canadian Standard Purchasing Terms and Conditions

### 1. ACCEPTANCE:

By providing all or any part of the Goods and/or Services described in this Order, Vendor is indicating its acceptance of this Order and agrees to be bound by all of its terms, without alteration or addition.

### 2. NONCONFORMANCE:

The obligations of the Vendor with respect to any services ("Services") and any goods, equipment, and materials to be provided (collectively called the "Goods") shall be performed in a workmanlike manner, free from defects, in accordance with the description which forms part of this Order, and conforming to any plans, specifications, or standards referred to in this Order.

### 3. INSPECTION:

The Buyer and Buyer's representatives shall at all times have reasonable access, during normal business hours, to Vendor's and Vendor's suppliers' and subcontractors' places of business at which the Vendor or Vendor's suppliers and subcontractors are performing Vendor's obligations under this Order. The Vendor shall provide Buyer with proper facilities for access, testing, and inspection of the Goods and Services. Buyer shall have the right to test and inspect the Goods at any time during manufacture and prior to shipment. Upon delivery of the Goods to the ultimate destination, Buyer shall have a reasonable period of time for final testing and inspection of the Goods. The Goods shall not be deemed accepted until after said final testing and inspection.

### 4. RESPONSIBILITY FOR PROPERTY:

To the extent that this Order permits or requires property of Buyer to be in the care, custody, and/or control of Vendor, Vendor shall be responsible for all loss and damages to said property, and Vendor shall return said property to Buyer, upon Buyer's request, in at least as good a condition as when said property was received by Vendor. Title to such property shall remain at all times with Buyer. Vendor shall bear the risk of loss of property from the time said property is delivered to Vendor or Vendor's agents, until said property is returned and accepted by Buyer. Vendor hereby agrees to maintain adequate levels of insurance as provided in Section 211.

### 5. PRICE:

The price reflected in this Order is firm, except to the extent expressly provided in any escalation or adjustment clause appearing on the front of this Order. In the event this Order fails to specify a price, Buyer and Vendor hereby agree that the Goods and Services shall be billed at the lower of the price last quoted or at the prevailing market price. Any provision in any document which is connected to or related to this Order or in any oral communication between the Buyer and the Vendor which provides for a mechanism or procedure which would result in the price being different than is set out in this Order shall be invalid unless the Buyer and Vendor specifically agree in writing to such change.

### 6. TITLE AND RISK:

Unless otherwise provided for in this Order, title to the Goods shall remain with Vendor until actual delivery to and acceptance by Buyer at Buyer's address for delivery. Vendor assumes all risk of loss or damage to all Goods, products, work in progress, and materials until actual delivery to and acceptance by Buyer, as herein provided, including, but not limited to, the following:

- (i) damage to property owned by or in the care, custody, and/or control of third persons;
- (ii) property received from or held by Vendor or Vendor's suppliers or subcontractors for the account of Buyer; and
- (iii) property rejected by Buyer.

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### 7. WARRANTIES:

- (a) For the Goods sold hereunder, Vendor warrants as follows:
- (i) the Goods, as described herein, are of satisfactory and merchantable quality;
  - (ii) the Goods are fit for the particular purpose for which the Goods are being acquired;
  - (iii) the Goods comply with the operating conditions and performance data, if any, specified by Buyer; and
  - (iv) at the time of delivery of the Goods, Buyer will receive clear and unencumbered title to the Goods.
- (b) In the event the Goods, or any portion thereof, do not, in Buyer's sole opinion, comply with any of the warranties set out in Section 7(a) above, or if the Goods, or any portion thereof, are in any way defective, Buyer may, at Vendor's sole risk and expense, upon providing five (5) days written notice to Vendor, elect to:
- (i) reject or revoke acceptance of the Goods or any portion thereof and receive a full refund for all the Goods so rejected or withhold payments for such Goods if such payments have not been paid; provided that rejection or revocation of only a portion of the Goods shall not invalidate the remaining shipment of Goods, to which the terms of this Order shall apply;
  - (ii) repair or replace the Goods and recover the expense of such repair or replacement from Vendor;
  - (iii) require Vendor to repair or replace Goods;
  - (iv) retain the Goods and assert a right to compensation for breach of contract; or
  - (v) demand adequate assurance of due performance.
- (c) The warranties set out in Section 7(a) above shall survive until the earlier of:
- (i) twelve (12) months from the commencement of operation of or use of the Goods; or
  - (ii) twenty-four (24) months from date of shipment of Goods, unless otherwise specified in this Order.
- (d) For the Services supplied hereunder, Vendor warrants:
- (i) without limiting the requirements of any other provision of this Order, that the Services shall be performed in a professional manner, in accordance with current standards of care, competence, skill and diligence provided by persons qualified and experienced in the industry in performing similar Services;
  - (ii) where the Services are specified to meet published industry standards, they shall meet the requirements of the latest published edition of those standards in effect on the Effective Date unless Buyer has agreed in writing to deviations from said standards;
  - (iii) that it has adequate financial and other resources and personnel to complete its obligations in a timely manner and in accordance with this Order; and
  - (iv) that it is familiar with all conditions, risks, contingencies and other circumstances including, without limitation, weather, labour relations and the supply of materials that may affect performance of the Services and has taken them into account in agreeing to the sums, rates and prices set forth in this Order.
- (e) In the event that the Services, or any portion thereof, do not, in Buyer's sole opinion, comply with any of the warranties set out in Section 7(d) above, Buyer may, at Vendor's sole risk and expense, upon providing five (5) days written notice to Vendor, elect to:

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- (i) reject or revoke acceptance of the Services or any portion thereof and receive a full refund for the value of the Services so rejected or withhold payments for such Services if such payments have not been paid; provided that rejection or revocation of only a portion of the Services shall not invalidate the performance of any of the Services that remain to be performed, to which the terms of this Order shall apply;
- (ii) perform the Services itself or hire a third party to perform such Services and recover the cost of such performance from Vendor;
- (iii) require Vendor to re-perform the Services at Vendor's sole expense; or
- (iv) assert a right to compensation for breach of contract.

The warranties for the Services set out in Section 7(d) above shall survive until twelve (12) months from the completion of Services.

- (f) In the event Vendor's standard warranty provisions are more beneficial to Buyer than the warranties outlined in Sections 7(a) and 7(d) above, the terms and conditions of Vendor's standard warranty provisions shall apply. Notwithstanding any termination of this Order by Buyer, all warranties, whether express or implied, shall continue in full force and effect for the entire term of such warranty. Vendor shall notify Buyer of any manufacturer or subcontractor warranty(ies), and Vendor shall, upon written notice from Buyer, assign to Buyer or enforce for Buyer's benefit, any such warranty (ies) obtained from such manufacturers or subcontractors. No acceptance of or payment for the Goods or Services provided hereunder shall constitute a waiver of the warranty provisions set out in this Section 7, any Vendor standard warranty, or any manufacturer or subcontractor warranty and the rights of the Buyer thereunder. Nothing contained herein shall be construed so as to limit or exclude any other implied warranty or condition that is available to the Buyer.

### 8. FORCE MAJEURE:

If Vendor or Buyer is prevented from or delayed in its performance under this Order as a result of fire, floods, epidemics, an act of God or of the public enemy, an order of a governmental official body, a labor dispute, the time for performance of that party shall be extended by the length of time it is so prevented or delayed, unless the Goods or Services to be furnished were obtainable from other sources in sufficient time to permit the party in question to meet the required delivery schedule. If any event of force majeure involving Vendor or Vendor's suppliers or subcontractors (i) disrupts, or threatens to disrupt, Buyer's operations; or (ii) if the event of force majeure lasts for more than forty-five (45) days; or (iii) if the event of force majeure results in a total frustration of the contract, Buyer may cancel this Order by written notice, terminating all obligations and liabilities imposed on it by this Order except for the obligation to pay the reasonable costs and expenses incurred by Vendor in the course of its performance of this Order prior to such notice of cancellation. No reimbursement shall be made in favor of the Vendor with respect to any of the Goods which are Vendor's standard stock. Vendor shall notify Buyer, in writing as soon as reasonably possible (and in no event later than five (5) days after the beginning of any cause for delay), in the absence of which Vendor waives its right for an excuse for such delay.

### 9. DELIVERY:

Vendor is expected to strictly comply with any and all time deadlines set out in this Order. Unless otherwise provided in this Order, immediately upon acceptance of this Order, Vendor will commence performance and will continue performance with due diligence until all obligations of Vendor outlined in this Order are completed to Buyer's satisfaction. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. No acceptance of Goods or Services after the scheduled delivery date will waive Buyer's rights with respect to such late delivery, and it shall not be deemed a waiver of future compliance. This Order must be completed within the time stated, or if no time is stated, within a commercially

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reasonable time. If Vendor ascertains that it cannot deliver the Goods or Services within the time specified in this Order, for any reason other than force majeure, Vendor shall give Buyer immediate notice and advise Buyer of the earliest possible delivery date. Buyer may then require Vendor to expedite delivery at Vendor's expense. Failure of Vendor to complete performance within this time, or to perform with due diligence, will entitle Buyer to cancel this Order without liability or, alternatively, to require performance by Vendor according to the terms and conditions of this Order. Exercise of either option shall be without prejudice to Buyer's right to claim from Vendor any loss or damage suffered.

### 10. ENTIRE AGREEMENT/ CHANGES:

This Order contains the entire agreement between the parties. No oral statements or agreements, and no variations of the terms and conditions of this Order shall be binding on Buyer. Buyer and Vendor may only agree to make changes, including additions to or deletions from the quantities originally ordered, the scope of the Services, or in the specifications or drawings attached to this Order, with a duly executed "Change Purchase Order". If any such change affects the amount due or the time for performance hereunder, an equitable adjustment shall be made.

### 11. COMPLIANCE:

Vendor agrees that, in performing hereunder, Vendor will comply with all applicable, current requirements contained in government statutes, rules, regulations, and orders including, but not limited to, those governing equal and fair employment practices, environmental, safety, health, and vocational rehabilitation, and affirmative action programs. Vendor agrees to defend, indemnify and hold Buyer harmless from any and all liability, claims, fines, or penalties (including solicitor/client fees, costs, expenses, and settlements) which may arise out of Vendor's failure to comply with such requirements. Specifically, Vendor agrees, in performance under this Order, not to discriminate against any employee or applicant on the basis of race, sex, religion, color, age, national origin, disabilities or veteran status. Vendor further agrees to acquire and maintain all required permits and certificates of approval and to comply with all dangerous goods legislation and codes governing the safety, handling, packaging, labeling, and transport of the Goods. In addition, Vendor hereby agrees to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Order.

### 12. PATENTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS:

Vendor warrants that Buyer's purchase, installation, and/or use of the Goods and Services covered hereby will not result in any claim of infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Vendor, in accepting this Order, agrees to defend, at its own expense but in consultation with Buyer, any suit or proceeding arising from claims for infringement of such patent or other proprietary rights, in connection with Buyer's purchase, installation and/or use of the whole or any part of the Goods or Services covered by this Order. Vendor also agrees to pay all damages or awards assessed through such actions, including Buyer's reasonable solicitor/client fees, costs, expenses, and settlements. In case the Buyer is not permitted to continue use of such Goods or Services, Vendor agrees to remove same at Vendor's expense and refund the whole purchase price or, in the alternative, and at Vendor's expense, provide Buyer with an acceptable replacement. Vendor may, with Buyer's agreement, at Vendor's expense, modify the Goods or Services to eliminate the cause for the infringement claim. Vendor will disclose to Buyer all rights to the manufacturing process, techniques, and trade secrets which are or have been developed by Vendor or by Vendor and Buyer jointly, and which relate to confidential information disclosed by Buyer or discovered as a result of performance relating to this Order.

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### 13. CONFIDENTIALITY:

Vendor and Vendor's employees, agents, and subcontractors shall not divulge, to any person, persons, or entity any information gained as a result of or in connection with this Order and performance related to this Order, and Vendor shall ensure that all such information furnished or arising under this Order is treated as confidential.

### 14. NO WAIVER:

Buyer may, at any time, insist upon strict compliance with the terms and conditions of this Order, notwithstanding any previous custom, practice, or course of dealing to the contrary.

### 15. TERMINATION:

Buyer may terminate this Order, with or without cause, by written notice to the Vendor, as to all or any portion of the Goods not already shipped, or as to all or any portion of the Services not already performed ("Termination Notice"). Upon receipt of such Termination Notice, Vendor shall immediately cease performance under this Order and use its best efforts to reduce loss. The liability of Buyer shall be limited to applicable reasonable costs and expenses incurred by Vendor prior to receipt of such Termination Notice. No reimbursement shall be made in favor of the Vendor with respect to any of the Goods which are Vendor's standard stock.

If Vendor becomes insolvent, enters into involuntary bankruptcy or receivership proceedings, makes an assignment for the benefit of its creditors, or otherwise defaults on its obligations under this Order, Buyer shall have the right, without limiting any other rights or remedies which Buyer may have hereunder or by operation of law, to terminate this Order pursuant to Section 15. In the event of such termination, Buyer shall be relieved of all further obligations hereunder except to pay a reasonable value of Vendor's prior performance, as determined by Buyer and which shall not exceed the price agreed upon herein. Vendor shall be liable to Buyer for all costs in excess of the price specified herein and incurred by Buyer in completing or procuring the completion of the Goods and/or Services under this Order.

### 16. INDEMNITY AND LIABILITY:

Vendor will hold harmless, indemnify and defend Buyer, its shareholders, officers, agents, and employees from and against all claims for death or injury to persons or loss or damage to property (including, but not limited to, the parties to this Order, their employees, agents, representatives, subcontractors, and property), for breach of the warranties contained herein, and for the violation of any applicable laws or governmental regulations, and for incidental penalties, damages, losses, and expenses (including solicitor/client fees, costs and expenses) in any manner arising out of or resulting from, or related to, the acts or omissions of the Vendor in the course of its performance of its obligations under this Order, whether those claims or demands are made by third parties or persons engaged or employed in connection with Vendor's performance, or from products sold, leased or consigned to or services performed for Buyer, including, without limitation, any failure by Vendor to properly perform its obligations under this Order, or the negligence or misconduct by Vendor or Vendor's officers, employees, agents, representatives, or subcontractors except to the extent that such claims are due to the gross negligence or willful misconduct of the Buyer. Vendor shall promptly advise Buyer of any such claims, shall compensate Buyer for any damage done to its property arising out of or in connection with such claims, and agrees to pay Buyer's solicitor/client fees, costs, expenses, and incident to defense of such claims. Buyer shall have the option of participating in such defense, without relieving Vendor of any of its obligations hereunder.

In no event shall Buyer be liable to Vendor pursuant to this Order for indirect, special, consequential, incidental, punitive or exemplary losses, damages, or expenses or for lost profits, loss of anticipated profits, lost savings or any other economic loss of any kind.

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### 17. PROPER LAW:

Unless otherwise stated on the face of this Order, this Order shall for all purposes be construed and interpreted according to the laws of the Province of Alberta and Canada, as applicable. The *International Sale of Goods Act* does not apply to this Order. Headings are for convenience only and shall not affect the construction of this Order. The courts having jurisdiction with respect to the matters relating to or arising out of this Order shall be the courts of that jurisdiction.

### 18. ASSIGNMENT/SUBCONTRACTORS:

Vendor shall not, without the prior written consent of Buyer, which shall not be unreasonably withheld, assign or subcontract any of Vendor's obligations under this Order, and no such approved assignment or subcontract shall relieve Vendor of its obligations under this Order.

### 19. UNAUTHORIZED USE OF NAME:

Vendor shall not, without the prior written approval of Buyer, make any statement or publish or release to any other person any photograph, advertisement, testimonial, letter of commendation or approval, or any other document or written matter which might imply the Buyer's approval of the products, actions, or performance of Vendor.

### 20. TAXES:

Vendor agrees to pay any taxes imposed by law upon, or on account of the manufacture, sale, or delivery of, the Goods or Services, unless otherwise agreed.

### 21. INSURANCE:

During the entire period of Vendor's performance under this Order, Vendor shall procure and maintain at its cost and shall require its subcontractors to procure and maintain at their costs, the following minimum insurance:

- (a) Comprehensive General Liability insurance coverage covering products and completed operations, contingent employer's liability where such employee is not covered by Workers' Compensation as required in the jurisdiction in which the Services are being performed, and contractual liability, with a combined single limit of (Can.) Five Million Dollars (\$5,000,000) for each occurrence involving bodily injury, death or property damage. This policy of insurance shall be endorsed to include the Buyer as an additional insured, but only with respect to the operations of the insured.
- (b) Automobile Liability Insurance - covering all vehicles either owned or non-owned by Vendor used in connection with Vendor's performance under this Order. The insurance to be provided shall include coverage for bodily injury, passenger hazard and property damage in an amount of not less than (Can.) One Million Dollars (\$1,000,000) inclusive any one occurrence.
- (c) Property Insurance - covering all loss of or damage to Vendor's property (whether owned or leased) used or held in course of Vendor's performance under this Order or in any way brought on to the premises of the Buyer. Vendor agrees that such insurance shall include adequate insurance for fire, theft or other damage to such items. For any items owned or under lease by Buyer and held by Vendor, Vendor agrees to maintain adequate insurance for fire, theft or other damage on such items until they are returned to Buyer's possession.
- (d) Insurance Required by Law - any other insurance which is required by law to carry in connection with Vendor's performance under this Order, including but not necessarily

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limited to Workers' Compensation insurance pursuant to relevant Workers' Compensation Acts and Unemployment Insurance.

- (e) Vendor's insurers shall waive their right of subrogation against the Buyer in connection with the insurance carried by the Vendor.
- (f) The policies of insurance evidenced in (a), (b), and (c) shall be endorsed to provide the Buyer with 30 (thirty) days' notice of cancellation or material change in coverage.
- (g) At any time during the period of the Vendor's performance under this Order, Vendor shall, at the request of the Buyer, provide the Buyer with a certificate of insurance evidencing the aforementioned insurance coverage.

### 22. LIENS:

Vendor, for itself and on behalf of its subcontractors, suppliers, agents and assigns, agrees to keep the property and premises of Buyer free and clear of all liens, charges and encumbrances arising by reason of having provided labor, materials and equipment relating to the Services performed hereunder and shall not cause or allow to be filed any mechanic's liens, materialmen's liens or other liens or encumbrances arising by reason of having provided labor, materials and equipment relating to the Services performed hereunder. Vendor shall defend, indemnify and hold Buyer harmless from and against any and all such liens and encumbrances.

Vendor warrants that upon submittal of an invoice for which payment has been received from Buyer, the invoice shall, to the best of Vendor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Vendor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Services performed hereunder.

### 23. SHIPPING DOCUMENTS:

All cases, packages, bundles, etc., shall be marked with the Order number. The Vendor shall enclose with each box, package, or container, a shipping notice showing contents, together with the name of Vendor and Order number.

### 24. PACKING:

Unless otherwise provided herein, Vendor shall not charge an additional fee for boxing, packing, crating, or for cases, packages, pallets, or boxes.

### 25. SHIPPING:

If this Order specifies a method of shipping, carrier, or route, no deviation from those terms may be made without a duly executed Change Purchase Order. Vendor shall be responsible for any loss or damage resulting from an unauthorized deviation in method, carrier, or route. Buyer reserves the right to reject C.O.D. shipments.

### 26. DOCUMENTS (FOREIGN SHIPPERS):

For customs purposes, Buyer requires the following documents for shipments originating outside Canada:

- (i) invoice (commercial, Canada Customs Invoice "CCI", or Proforma Invoice);
- (ii) packing lists;

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- (iii) other documents to determine admissibility (such as NAFTA or other Free Trade Agreement Certificate, certificate of analysis, Material Safety Data Sheet, License/Permit)

The above referenced documents shall be sent to Buyer's designated customs broker as stated on the Order. In the event Buyer's designated customs broker is not specified in the Order, documents shall be sent by electronic mail, fax or air mail to the attention of the Buyer contact identified on the face of this Order.

### 27. INVOICES:

Vendor shall send invoices in accordance with the Invoicing Instructions noted on the face of this Order. Vendor shall include on the invoice the Order number, the corresponding Order line item, and a full description of the items invoiced. Unit prices must agree with the prices shown on this Order. Invoices for reimbursable charges, expenses, and/or third party charges shall include adequate supporting documentation as required by Buyer. In the event freight is not included in the Order price, and is prepaid by Vendor, such freight charges shall be invoiced as a separate line item on the invoice with receipted copies of freight bill attached.

The following items shall be listed separately:

- (i) sales, use, and excise taxes;
- (ii) applicable surcharges;
- (iii) refundable deposits;
- (iv) any special charges for packing and boxing or crating; and
- (v) any packaging materials.

### 28. TERMS OF PAYMENT:

Buyer shall pay Vendor within 30 days of the Vendor's invoice date, unless otherwise noted on the face of this Order.

### 29. SET OFF:

Buyer shall have the right to apply any monies due from Vendor hereunder toward the payment of any sums which Vendor or any affiliated entity may otherwise now or hereafter owe to Buyer or to any affiliated entity. In addition, in the event that Vendor defaults in any other contract between the Vendor or any of its affiliated entities and the Buyer or any of its affiliated entities, Buyer shall have the right to withhold any unpaid sums due on all such contracts with Vendor or such affiliates.

### 30. CONFLICT OF INTEREST:

Vendor shall not use any funds received under this Order for illegal or otherwise "improper" purposes related to the Order, nor pay any commissions, fees, or rebates to any employee of Buyer, nor favor any employee of Buyer with significant gifts or entertainment.

### 31. CONTROLLING TERMS:

Except as otherwise stated in Section 7(f), the terms and conditions contained herein shall be controlling over any other terms or conditions which conflict with or change the obligations of either party in any other documents, including, but not limited to, invoices, provided, however, that in the case of a conflict or inconsistency between these terms and conditions and the provisions contained in the main body of this Order or in the main body of any other agreement to which the parties have agreed to attach these terms and conditions, unless otherwise stated, the provisions of the main body of this Order or in the main body of such other agreement shall govern and prevail. To the extent that Vendor, without the prior written agreement of Buyer, attempts to

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modify the terms of this Order by submitting to Buyer (whether when supplying goods or services or at any time before or after such supply) any documents which purport to modify the terms of this Order, or add additional or different terms or conditions, Buyer does not agree to the inclusion of any such additional or different terms or conditions or any attempt by Vendor to vary the terms and conditions of this Order and all such proposed modifications, additional or different terms or conditions shall be deemed rejected and shall form no part of the agreement between Buyer and Vendor regarding the subject matter of this Order.

### 32. SEVERABILITY:

In case any provision in this Order or the application thereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

### 33. PERSONAL INFORMATION PRIVACY:

"Personal Information" means any information about an identifiable individual, other than that person's business title or business contact information, when used or disclosed for the purpose of business communications.

The Vendor covenants and agrees:

- (a) to only collect, use or disclose Personal Information for purposes that a reasonable person would consider are appropriate in the circumstances and to conduct its activities with respect to Personal Information in accordance with the law;
- (b) where Personal Information is disclosed by Buyer to the Vendor:
  - (i) to collect, use and disclose such Personal Information only for those purposes authorized in writing by Buyer, unless the Vendor has first obtained the consent of Buyer for a new purpose, and (A) Buyer has confirmed in writing to the Vendor that it has notified the individual of such additional purpose, and where required by law, that Buyer has obtained the consent of such individual to such additional purpose, or (B) such collection, use or disclosure is permitted or authorized by law;
  - (ii) to, at the request and option of Buyer, return or cause to be returned, or destroy or cause to be destroyed, such Personal Information;
  - (iii) to promptly advise Buyer of any request by anyone to access, correct or otherwise challenge the accuracy of such Personal Information, or any other communication received by the Vendor in respect of such Personal Information, including, without limitation, any withdrawal or variation of consent by an individual, and to work in a timely manner with Buyer to respond to such requests (which response shall be first approved by Buyer), including without limitation, by providing access to, correcting, and ceasing to collect, use, or disclose, such Personal Information as requested by such individual;
  - (iv) to use all reasonable efforts to protect and safeguard such Personal Information, including, without limitation, to protect such Personal Information from loss or theft, or unauthorized access, disclosure, copying, use, modification, disposal or destruction; and
  - (v) to only disclose such Personal Information to a third party where such third party, has first agreed to be bound by covenants substantially similar to the provisions of this section and with the prior consent of Buyer;
- (c) where Personal Information is disclosed by the Vendor to Buyer:
  - (i) to only provide Personal Information to Buyer where the Vendor has the legal right to do so, having complied with all applicable laws; and

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- (ii) to defend, indemnify and save Buyer harmless in respect of any costs, expenses (including legal fees on a solicitor-client basis), charges, losses, liabilities, claims or demands brought against Buyer as result of, or in any way related to, any such Personal Information, including Buyer's collection, use or disclosure thereof;
- (d) to immediately:
  - (i) inform Buyer where the Vendor is unable or unwilling to comply with any of the foregoing provisions and at the request and option of Buyer return or cause to be returned, or destroy or cause to be destroyed, all of such Personal Information; and,
  - (ii) suspend all use or disclosure of the Personal Information disclosed by Buyer to the Vendor until such time as the Vendor is able and willing to comply with the foregoing provisions; and
- (e) to ensure and be responsible for the compliance of its employees, officers, directors, affiliates and third parties acting on its behalf consistent with this section.

### 34. DISPUTES

All disputes, controversies or claims arising out of or relating to this Order, including breach, termination and invalidity thereof, shall be submitted to arbitration in accordance with the Arbitration Act in force in Alberta.

### 35. RECORDS AND AUDIT RIGHTS

Vendor shall maintain true and correct records ("Records") in connection with performance of this Order which Records shall include but not be limited to records, books, documents, agreements, orders, contracts, correspondence, instructions, notes, daily diaries, drawings, receipts, vouchers, memoranda and any other supporting evidence deemed necessary by Buyer to substantiate charges related to the Order. Such Records shall be retained for a period of ten (10) years from the date of creation.

During the period of performance of this Order and for a period of two (2) years after final payment or longer if required by law, Buyer or its authorized representative shall be afforded access to all the Vendor's Records to the extent necessary to adequately permit evaluation and verification of any invoices, change orders, payments or claims submitted by the Vendor. As well, Buyer shall have the right to audit the Records to ensure compliance with applicable requirements of government statutes, rules, regulations, and orders including, but not limited to, those governing equal and fair employment practices, environmental, safety, health, and vocational rehabilitation, and affirmative action programs.

If there is any revision to invoiced amounts or other charges as a result of an audit, within thirty (30) days of the audit, Vendor shall pay to Buyer the full amount of any credit or Buyer shall pay to Vendor the full amount of any shortfall, as the case may be. If any audit determines that Vendor has materially breached a term or condition of this Order or submitted an invoice for a sum that is more than five percent (5%) greater than the correct amount, then the reasonable costs of such audit shall be borne by Vendor.

Vendor shall require all subcontractors to comply with the provisions of this section by insertion of the requirements hereof in a written agreement between the Vendor and subcontractor and shall provide copies of the documents set out above as such apply to the subcontractor, upon the request of Buyer.

The provisions of this Section shall survive the termination of this Order.