



# Standard PO Terms and Conditions - Canada

## POWELL CANADA INC. PURCHASE ORDERS

### 1. DEFINITIONS

**1.1** "Acceptance" or "Accepted" shall mean Buyer's written or electronic acknowledgment that all Goods and Services described in the Purchase Order have been received, inspected, and appear to be in compliance with the Contract Documents; provided, however, that Acceptance shall not constitute a waiver of any defect in materials and workmanship or failure to comply with the Contract Documents. Unless otherwise specified in the Purchase Order, Buyer's obligation to make payment shall not commence until Acceptance of all Goods and Services described in the Purchase Order, and payment shall be due the number of days after Acceptance specified in the Purchase Order.

**1.2** "Buyer" shall mean Powell Canada, Inc. for itself and/or any of its subsidiaries or operating divisions.

**1.3** "Contract Documents" shall mean the Purchase Order, these Terms and Conditions, and any plans, specifications, addenda or other documents attached or referred to, or incorporated into the Purchase Order.

**1.4** "Customer" means any person or entity to which Buyer sells or conveys any of the Goods or Services described in the Purchase Order, or any product manufactured, fabricated or assembled by Buyer, in whole or in part, which contains, incorporates or uses in any way, any of the Goods and Services.

**1.5** "Destination" shall mean the location or facility to which the Goods are to be delivered, as indicated in the "Ship To" block on the Purchase Order, or as otherwise designated by Buyer.

**1.6** "First Use" shall mean the date on which any of the Goods or Services purchased hereunder, or any component, machinery, system, equipment or process into which any such Goods or Services are incorporated, are first powered up and used for actual operations by Buyer or its Customer after completion of all installation, commissioning, inspection or trial service periods.

**1.7** "Goods" shall mean all of the merchandise, material, equipment, machinery, systems, parts and other personal property described on the Purchase Order or on any of the plans, specifications or other documents attached, referred to or incorporated into the Purchase Order, and shall include any services necessary to fabricate, manufacture, assemble, deliver, install, test, operate and startup (if applicable) all of the Goods.

**1.8** "Purchase Order" shall mean Buyer's Purchase Order to which these Terms and Conditions shall apply, or the release under a Purchase Order, as applicable.

**1.9** "Services" shall mean all work or services described on the Purchase Order, including all services included in the definition of Goods.

**1.10** "Supplier" shall mean the person or entity named on the face of the Purchase Order, together with its affiliates, subsidiaries and successors as appropriate to the context.

**1.11** "Terms and Conditions" shall mean all of these Purchase Orders Terms and Conditions, together with any terms and conditions specified in the face of the Purchase Order or included within any plans, specifications or other Contract Documents.

### 2. AGREEMENT

**2.1** Supplier agrees to provide the Goods or Services described in the Purchase Order at the price specified in the Purchase Order in accordance with the Terms and Conditions and other Contract Documents.

**2.2** A written acknowledgment of all or any part of this Purchase Order; the furnishing of all or any part of the Goods or Services; acceptance by the Supplier of payment under the Purchase Order; and/or the commencement of performance of any part of the Purchase Order shall constitute an unqualified and complete acceptance of this Purchase Order, the Terms and Conditions and all the Contract Documents.

**2.3** Any acceptance of this Purchase Order is limited to acceptance of the express terms contained in the face hereof and in these Terms and Conditions. Any additional terms, conditions or limitations proposed by Supplier in any form are objected to and rejected, unless expressly agreed to in a separate writing by Buyer. Any attempt by Supplier to vary any of the Terms and Conditions of the Purchase Order shall be deemed material and are objected to and rejected.

### 3. PRICE

The unit price as stated on the Purchase Order shall not include additional charges. Additional fees shall be itemized on the invoice, such as any and all applicable taxes (including any Goods or Services Tax, Harmonized Sales Tax, Provincial Sales Tax and Excise Tax). Any other charges for shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing, crating, and delivery to and loading on or in the transport system specified in the Purchase Order, must be approved by the Buyer and itemized on the invoice. All federal, provincial and/ or territorial sales, use or similar taxes applicable to the good and services shall be stated separately and identified on Supplier's invoices and billing documents including the GST registration number together with all other particulars as may be required by Buyer to substantiate claims for input tax credits in respect of GST charged by Supplier. Supplier warrants that the prices for the Goods or Services are not less favorable than those currently extended to any other customer for the same or similar Goods or Services in similar quantities. In the event Supplier reduces its price for such Goods or Services prior to completion of this order, Supplier agrees to reduce the prices hereof correspondingly.

### 4. PAYMENT

**4.1** Payments shall be due in accordance with the number of days set forth on the Purchase Order after the date on which (i) Buyer has received an invoice in compliance with the terms of the Purchase Order, together with all other documentation required herein; (ii) all of the Goods have been correctly and timely delivered, or the Services performed, in strict compliance with the Terms and Conditions; and (iii) Buyer has Accepted all of such Goods or Services in writing. Unless otherwise specified in the Purchase Order, payment shall not be due until all Goods or Services have been delivered and performed, and Buyer shall not be obligated to make deposits, prepayments, or partial payments of any kind.

**4.2** In the event Supplier delivers nonconforming Goods or Services payment shall not be due until the number of days set forth on the Purchase Order after all nonconforming Goods or Services have been repaired, replaced, or corrected in accordance with the terms hereof, and accepted by Buyer in writing; provided, however, that if Buyer purchases any part of the Goods or Services from any other person or entity, after any breach by Supplier, including failure to timely deliver or delivery of nonconforming Goods or Services,



payment shall not be due until the number of days set forth on the Purchase Order after the Buyer has had a reasonable opportunity to determine all costs, liability or other expenses incurred by Buyer to repair or replace any defective or nonconforming goods.

**4.3** Neither physical receipt of Goods or Services, nor payment of Supplier's invoice in order to secure cash discounts, shall constitute Acceptance of any Goods or Services.

## 5. DELIVERY

**5.1** Time of performance is of the essence of this Agreement. Supplier's failure to deliver Goods or Services to the Destination(s) on the "Delivery Date" specified in the Purchase Order shall constitute a material breach. Supplier shall be entitled to an extension of time only to the extent that Buyer is so entitled under its contract with its customer and is actually granted such extension, or unless Buyer expressly consents to such extension in writing. Supplier shall be liable to Buyer for all damages, costs, loss, liability or expense, which Buyer may sustain by reason of failures or delays in delivery of Goods or Services or delivery of nonconforming Goods or Services including, without limitation, damages assessed against Buyer by its Customer. If Goods or Services are not delivered at the time and Destination(s) specified, Buyer may, in addition to all other rights and remedies hereunder or available at law, cancel the Purchase Order, in whole or in part, purchase or otherwise acquire all, or any part of the Goods or Services from any other person or entity, deduct all of the costs, liability and expenses thereof from any amounts otherwise due Supplier, and recover from Supplier any excess costs, liability or expense incurred by Buyer.

**5.2** Supplier represents that it is familiar with Buyer's routing guide and agrees to comply with the routing guide with respect to all shipments. The routing guide is accessible at [www.powellind.com/OurCompany/Pages/Supply-Chain.aspx](http://www.powellind.com/OurCompany/Pages/Supply-Chain.aspx) (then select "Supplier Routing Guide"). If Supplier ships by a more expensive way than specified therein, any increased transportation or other cost resulting therefrom shall be paid by Supplier.

**5.3** On shipments within the United States, Supplier shall properly describe Supplier's "Less Than Truckload" (LTL) shipments in accordance with the National Motor Freight Classifications to insure the correct classification rate. Supplier shall note Buyer's Purchase Order number on all bills of lading, shipping labels, invoices, packages, pallets, containers, and all other documents generated in the course of fabrication, shipment and delivery of the Goods. Failure to include such Purchase Order number shall be deemed a material breach of Supplier's obligations hereunder.

**5.4** Supplier shall furnish bar coded shipment labels and/or packing lists for all Goods. All labels or parts lists must contain, in barcode format, the Purchase Order number, part number and unit quantity. This label should be positioned on the outside of the packaging and be front facing where applicable. Supplier shall combine in the same bill of lading, all shipments consigned to the same Destination and shipped on the same day.

**5.5** For all Goods shipped from within, or into, Canada, which contain materials deemed "hazardous" under applicable law, Supplier shall furnish all Material Safety Data Sheets applicable to the Goods, and containing such information as required by applicable law and regulations promulgated thereunder. Additionally, Supplier shall insure that all packaging, labeling and shipping of any substances that are deemed "hazardous" under applicable international, United States, state or local law, shall be packaged, labeled and shipped in accordance with all applicable international, Canadian, provincial, territorial or local laws and regulations.

**5.6** Each delivery of Goods must include a Certificate of Country of Origin and harmonized tariff Schedule B code for all Goods, which must be contained in Supplier's invoice as a Certificate of Origin, or a properly completed NAFTA Certificate of Origin must be furnished with each delivery of Goods.

**5.7** Each delivery of Goods shall include a complete set of instructions, in English, in both written and CD-ROM format for the installation, startup,

operation and maintenance of all systems, equipment, machinery or components of the Goods and all warranty information in conformance with the Terms and Conditions.

## 6. TITLE AND RISK

**6.1** All shipments originating or being delivered to destinations within Canada, shall be shipped in accordance with Incoterms 2010 as designated on the Purchase Order. Terms default to DAP the final destination point if not specified on the Purchase Order.

**6.2** All Shipments originating or being delivered outside Canada, shall be shipped in accordance with incoterms 2010 as designated on the Purchase Order. Terms default to DDP the final destination if not specified on the Purchase Order.

**6.3** Title to, and risk of loss of all Goods shall remain with Supplier until delivered to final destination, and Accepted, by Buyer in accordance with these Terms and Conditions.

## 7. INSPECTION AND ACCEPTANCE

**7.1** Buyer shall have a reasonable time after delivery of all Goods or performance of all Services to inspect such Goods or Services, and shall further have the right to inspect all Goods during the period of manufacture, fabrication or assembly, and at all other times and to reject any or all Goods or Services which do not conform to the Purchase Order, these Terms and Conditions or the Contract Documents. Goods rejected and Goods supplied in excess of quantities specified herein may be returned to Supplier at Supplier's expense, in addition to Buyer's other rights. Supplier shall pay or reimburse Buyer for all expenses for unpacking, examining, repacking and reshipping such excess Goods. In the event defects or nonconformity in Goods are not apparent upon examination, Buyer shall not be deemed to have waived such defect or non-conformity by acceptance, payment or any other act or omission.

**7.2** At Buyer's option, Supplier shall repair or replace all damaged, defective, or nonconforming Goods or, Buyer may obtain such Goods from other sources, or cause the same to be repaired or replaced at Supplier's expense.

**7.3** To the extent that any of the Goods require design services of any kind by Supplier, or any of its subcontractors, suppliers or vendors, Buyer shall have the right to review all progress prints, computer images, draft documents, working calculations, draft specifications or reports, drawings, specifications or other designed documents. To the extent that any of the foregoing are disapproved or rejected by Buyer, Supplier will not fabricate nor deliver any Goods until Buyer's objections to such designs, drawings or specifications shall have been resolved. Any review or approval of drawings and specifications by Supplier shall not constitute approval of any goods, nor Acceptance of any Goods or Services.

**7.4** Buyer reserves the right to inspect the Supplier's location of manufacture or service.

**7.5** Buyer shall be entitled to return Goods in new and unused condition to the Supplier unless otherwise agreed to in writing by the Buyer. Any Goods deemed non-refundable / nonreturnable shall be agreed to in writing by the Buyer.

## 8. CANCELLATION

**8.1** Buyer reserves the right to partially or completely cancel the Purchase Order at any time in its sole discretion by written notice to Supplier. Supplier will immediately cease all procurement, production and shipment of Goods or provision of Services. Buyer shall be obligated to pay only the costs incurred by Supplier which are attributable to the procurement, production and shipment of materials completed prior to the date of cancellation. Buyer shall not be charged for cancellation charges, or restocking charges, unless otherwise specified in the Purchase Order. All materials and partially completed work for which Supplier receives payment shall become the sole property of Buyer and shall be held free of charge for a period of 60 days after payment of Supplier's invoice, pending receipt of Buyer's disposition instructions.



**8.2** Buyer may also terminate this Purchase Order, or any part thereof without liability to Buyer for cause in the event of any default by Supplier or if Supplier fails to comply with the Purchase Order, these Terms and Conditions or the Contract Documents, including late or incomplete deliveries, delivery of defective goods, or failure to provide Buyer, upon request, reasonable assurances of future performance. In the event of termination by reason of default, Supplier shall be liable to Buyer for any and all damages sustained by Buyer.

## 9. INTELLECTUAL PROPERTY RIGHTS

Supplier shall defend and indemnify Buyer, Buyer's customers, and any user of the Goods or Services from and against any and all costs, expenses, liability or damages suffered or incurred as a result of the actual or alleged infringement of the intellectual property rights, including patent or patent applications, trademarks, copyrights, or other rights, or misappropriation of trade secrets or of confidential relationship or disclosure of confidential information. Upon receipt of notice of a claim for which indemnity is due under this clause, Supplier shall provide Buyer written notice of its acceptance of its obligation to defend and indemnify such claims, and shall identify and designate legal counsel to provide such defense, which shall be subject to Buyer's reasonable acceptance.

## 10. CONFIDENTIALITY

**10.1** Supplier shall cause itself, and each of its employees, agents, and subcontractors to hold in confidence, any and all information contained on the Purchase Order or in any of the Contract Documents, together with all information obtained from Buyer or communicated to Supplier in connection with this Purchase Order whether before or after the acceptance hereof and including all information about the Goods or Services, the Customer, the plans and specifications, all prices and financial information of any kind or character (all of which is referred to as the Confidential Information). Supplier shall not, and shall take reasonable steps to insure that its employees and subcontractors do not, disclose any Confidential Information to any other person or entity and shall use Confidential Information solely for the purpose of performing Supplier's (or its approved subcontractor's) obligations under the Purchase Order.

**10.2** In the event of any actual or threatened breach of the provisions of this Agreement regarding Confidential Information, Buyer shall have the right to seek and obtain injunctive, equitable or any other relief in a court of competent jurisdiction. For such purpose, Supplier consents to the jurisdiction of the courts of the Province of Alberta, and acknowledges that all obligations regarding Confidential Information are performable at Buyer's offices in Acheson, Alberta, Canada. To the extent permitted by applicable law, the parties agree that venue of any action to enforce the confidentiality provisions of this Agreement shall be brought exclusively in the Court of Queen's Bench at Edmonton, Alberta.

**10.3** Supplier shall not release any advertising, public relations or press release mentioning Buyer, or any of the Goods or Services, nor quoting any statements by Buyer or any of Buyer's employees, without the prior written consent of Buyer.

## 11. WARRANTIES

**11.1** Unless otherwise specified in the Purchase Order, Supplier warrants that for the greater of: (i) eighteen (18) months (or longer if stated by Supplier's warranty provisions) from the date of Acceptance or (ii) one (1) year from First Use, all Goods or Services shall be free from defects in materials and workmanship; shall conform to all specifications, drawings, and other requirements of this Purchase Order, including any performance specifications, drawings or samples; and are new. Supplier warrants that all Goods or Services are merchantable, safe and appropriate for the purposes for which Goods or Services of that kind are customarily used. Supplier warrants that all Goods or Services are fit for the particular purposes reflected or described in the

Contract Documents. Inspection, testing, Acceptance or use of the Goods or Services shall not affect Supplier's obligation under this warranty, and all such warranties shall survive inspection, testing, Acceptance and use. This warranty shall run in favor of Buyer, its successors, assigns, Customers and users of any products or services sold or furnished by Buyer. Promptly upon notification from Buyer (and in any event within ten (10) calendar days), Supplier agrees to replace, repair or correct defects in any Goods or Services not conforming to the foregoing warranty, and without expense to Buyer, any Customer or any user of products sold by Buyer, including the cost of removal, transport and re-installation of any defective, repaired or replaced Goods or Services. If Supplier fails to correct such defects or replace nonconforming Goods or Services promptly, Buyer may make such corrections or replace such Goods or Services and charge Supplier for the costs incurred by Buyer in doing so.

**11.2** If Supplier is responsible for any part of the design of any of the Goods or Services, Supplier warrants, for the same period of time, that all Goods or Services delivered under this Purchase Order are free of defects in design, meet all specified performance requirements of Buyer and are fit and sufficient for the purposes intended by Buyer.

**11.3** Supplier warrants that each chemical substance constituting or contained in any of the Goods is on a list of chemical substances compiled and published as required by applicable federal, provincial or local laws.

**11.4** Supplier warrants that all Goods and Services are sold and conveyed to Buyer free and clear of any lien, claim or encumbrance of any kind or character, and that Supplier has full legal title to all Goods and Services, which are hereby conveyed to Buyer.

**11.5** Supplier warrants that all subcontractors, suppliers, vendors, mechanics and/or materialmen which have performed or provided goods or services in connection with the Goods and Services have been paid in full. Supplier shall defend and indemnify Buyer from any and all liens, claims, or causes of action asserted by all of such persons or entities. In the event that any subcontractor, supplier, vendor or mechanics or materialmen's lien asserts a claim of any kind against Buyer, Buyer shall have the right to offset and withhold the amount of such claim, together with a reasonable allowance for Buyer's legal fees and other expenses, until such claim has been released.

**11.6** Buyer shall have the right to assign all or any part of the warranties provided herein to any Customer. In the absence of express assignment, all of the warranties contained herein shall inure to the benefit of, and be enforceable by, any Customer which acquires any of the Goods or Services, or any product which contains, incorporates or uses any of the Goods and Services.

## 12. INDEMNITY

**12.1** Supplier shall indemnify and defend Buyer, including Powell Industries, Inc., Buyer's Customers and any users of products purchased from Buyer which incorporate, contain, use or are based in any way upon any of the Goods and Services, from any and all claims, liabilities, losses, damages or expenses including legal fees (on a solicitor and his own client basis) resulting from injuries or deaths of persons (including Buyer's employees) or damage to property (including Buyer's property) resulting from, arising out of or in connection with the manufacture, delivery, transport, or use of the Goods or Services, or any defect therein.

**12.2** If Supplier performs any work or provides any of the Goods or Services (including repairs or replacements under any applicable warranty) or make any deliveries on the premises of Buyer or other parties to whom Buyer is similarly obligated, Supplier agrees to defend, indemnify and hold harmless Buyer and all such other parties, from any and all claims, liabilities, losses, damages or expenses resulting from injuries to or death of persons (including Buyer's or Supplier's employees) or damages to property (including Buyer's and Buyer's Customers' property) arising out of or in connection with the performance of such work, service or deliveries.



**12.3** Supplier warrants and represents that no federal, provincial, territorial or municipal statute, regulation or ordinance has been, or will be violated in the manufacture, sale, delivery, installation or operation of any of the Goods or Services and will defend and indemnify Buyer from any and all loss, expense or liability resulting from any such violation.

**12.4** If this Purchase Order requires the performance of work by Supplier's employees, Supplier agrees to (a) pay any and all statutory remittances for tax and employment insurance benefits, pensions and annuities, whether now or hereafter imposed pursuant to any law or regulation or hereafter enacted or adopted by any governmental authority and which are measured by wages, salaries or other remuneration paid to persons employed by Supplier, and (b) to carry at Supplier's expense (i) Workers' Compensation Insurance providing statutory benefits covering such employees, and (ii) Comprehensive General Liability Insurance, including products and completed operations coverage and contractual liability coverage covering the indemnification provisions contained herein and Motor Vehicle Liability Insurance, each with a single limit of at least \$2,000,000 for injury to one or more persons resulting from one accident and \$2,000,000 for property damage resulting from one accident or such larger amounts and such additional coverage as may be required by Buyer. Supplier agrees to perform work according to any safety rules and regulations provided by Buyer if work is to be performed on Buyer's premises.

**12.5** Buyer shall not have any liability to Supplier or in respect of any indirect, incidental or consequential loss or damages of any kind whatsoever, or for damages for loss of revenue, loss of profit, loss of income, or for any similar type of loss or damages.

## 13. COMPLIANCE WITH LAW

**13.1** Supplier shall not, in performing any work required under this Purchase Order, discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, physical or mental handicap or disability or age.

**13.2** Supplier agrees to comply with the provisions of any and all occupational safety and health laws, and all standards and regulations issued thereunder, and warrants to Buyer and to Buyer's Customer and any user of products purchased from Buyer that all Goods or Services conform to those standards and regulations. Supplier agrees to defend and indemnify Buyer from all claims for injury to or deaths of persons or damage to property, or for other damages of any kind, including, fines, penalties and legal fees on a solicitor and his own client basis, sustained by or assessed against them on account of Supplier's failure to comply with the provisions of any and all occupational safety and health laws, and all standards and regulations issued thereunder or the failure to comply with the warranties set forth in this section.

**13.3** Supplier warrants that all suppliers, fabricators, laborers and subcontractors which perform work or provide services in connection with the Goods or Services have been paid in full. Supplier agrees to defend and indemnify Buyer, Buyer's customer, and any user of products purchased from Buyer, from any and all claims for payment made by any supplier, fabricator, subcontractor or laborer, for work, labor, equipment, material or services furnished to or at the request of Supplier.

**13.4** Supplier agrees to abide by applicable import/export laws or other restrictions or conditions respecting the import, export, re-export or transfer of information, goods, equipment or services that are now in effect or are hereafter imposed by the Canadian government, the U.S. government or other applicable jurisdictions including, but not limited to, (a) restrictions and import/export licensing requirements governing the import, export, re-export or transfer to other persons, entities or countries; (b) restrictions and import/export licensing requirements governing the import, export, or other transfer of foreign-developed information, goods, or equipment that are incorporated in the information, goods, or equipment subject to this Purchase Order; (c) any applicable restrictions on the import, export, re-export, acquisition, or transfer of the information, goods, equipment or services to or from countries, entities and persons that are subject to sanctions, embargoes or other prohibitions

imposed by Canada or other jurisdictions; and (d) applicable restrictions on the import, export or transfer of the direct product of technical data imposed by the U.S. or other jurisdictions. Supplier agrees that it is responsible for the strict compliance by each member of Supplier company with import/export laws. It is Supplier's duty to verify in advance if any import, export or transfer is prohibited, restricted or subject to a permit or licensing requirement under the import/export laws of Canada or other jurisdictions. Supplier shall be solely responsible for obtaining any necessary import/export permit, license or authorization required in connection with respect to its deliverables for imports, exports or transfers made by Supplier or members of the Supplier. Supplier shall immediately notify Buyer if an import/export permit, license or other authorization is required in connection this Purchase Order.

**13.5** Supplier shall, and shall cause each of its subcontractors, vendors or suppliers, and the agents and employees of each of them, to comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. § 78 DD-1 & 2, as amended) (FCPA), the Corruption of Foreign Public Officials Act (Canada) (CFPO), and the Bribery Act 2010 (United Kingdom) (BA). Supplier shall not take any action that could result in Buyer or any of its Customers becoming subject to any action, penalty or loss of benefits under the FCPA, CFPO or BA. Supplier shall not make, direct or indirect payments of a corrupt nature, to employees, agents or public employees of a government, or candidates or active members of political parties in order to obtain or maintain business.

**13.6** Supplier shall, and shall cause each of its subcontractors, vendors or suppliers, and the agents and employees of each of them, to comply with all requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including, without limitation, § 1502 and Buyer's policy statements on conflict minerals, which may be accessed at [powellind.com](http://powellind.com) and is incorporated herein by reference for all purposes.

**13.7 Human Rights Obligations:** Supplier shall and shall cause its subcontractors to conduct its and their business in respect of individuals and their human rights. Supplier shall and shall cause its subcontractors to comply with all Laws and applicable principles pertaining to human rights, including the United Nations (UN) Universal Declaration of Human Rights, and the UN Guiding Principles on Business and Human Rights, the International Labor Organization's Fundamental Conventions, the US Victims of Trafficking and Violence Protection Act, US Forced Labor prohibitions, the California Transparency in Supply Chains Act, the UK Modern Slavery Act, the Canadian Human Rights Act and Alberta Human Rights Act.

Supplier shall not engage and shall ensure that its subcontractors shall not engage in slavery, indentured servitude, forced labor or human trafficking of any kind. People doing work for Supplier, including its subcontractors, either directly or indirectly, must do so voluntarily and without coercion.

Supplier shall not and shall ensure that its subcontractors shall not impose unreasonable restrictions on workers' rights to leave work or terminate employment.

Supplier shall not and shall ensure that its subcontractors shall not engage in harsh or inhumane treatment against any individuals and must comply with all Laws and the treatment of workers.

Supplier shall and shall ensure that its subcontractors shall not engage in child labor and unfair wage payments or failure to pay wages earned. Supplier shall ensure that its subcontractors and suppliers comply with these provisions.

## 14. ASSIGNMENT

Neither this Purchase Order nor any of Supplier's obligations herein are assignable to any other person or entity without Buyer's consent. Buyer shall have the right to assign all or any part of this Purchase Order to any other person or entity but such assignment shall not relieve Buyer of its obligations for payment hereunder without the prior consent of Supplier.



## 15. INSOLVENCY AND BANKRUPTCY

If Supplier becomes insolvent, or files proceedings under any provision of the Bankruptcy and Insolvency Act (Canada), or makes an arrangement with its creditors, or has a receiver or administrator appointed for any of its assets, or commences dissolution, Buyer may without prejudice to any of its other rights, terminate the Purchase Order by notice to Supplier which shall be treated as a termination for cause as a result of Supplier's default.

## 16. ENTIRE AGREEMENT

The Purchase Order, together with the Terms and Conditions and all of the Contract Documents, contain the entire agreement between Supplier and Buyer and supersede all prior communications, representations and agreements, whether oral or written, including inquiries, quotations or other communications (unless expressly incorporated into the Purchase Order), all of which shall be deemed to be merged into the Purchase Order.

## 17. APPLICABLE LAW

This Purchase Order and the Contract Documents shall be construed, governed and interpreted in accordance with the laws of the Province of Alberta. The Supplier and Buyer hereby submit and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

## 18. ARBITRATION

Any controversy, claim or dispute arising under the Purchase Order, the Terms or Conditions or any of the Contract Documents, including disputes as to the interpretation, applicability or enforcement of the Purchase Order, the Terms and Conditions or any of the Contract Documents shall be resolved by binding arbitration to be conducted in Edmonton, Alberta pursuant to the provisions of the Arbitration Act of the Province of Alberta.

## 19. NOTICES

Any notice permitted or required to be given hereunder shall be in writing and shall be effective upon the earlier of the date it is actually received, or the next business day after being sent via facsimile transmission addressed to the respective parties at the addresses shown on the Purchase Order.