

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") are incorporated into and form part of the purchase order entered into between Supplier and Purchaser (together with the Terms and Conditions and any appendices, exhibits, riders, or supplemental conditions the "Purchase Order") and, by accepting all or part of the Purchase Order, or by commencement of the provision of Goods (as defined below) whichever first occurs, Supplier agrees to and accepts these Terms and Conditions. For purposes of this Purchase Order and these Terms and Conditions, the "Purchaser" means the party identified under the "Bill to Address" on the face of this Purchase Order and the "Supplier" means the party identified under "Supplier Details" on the face of this Purchase Order. Terms not defined herein shall have the meanings given to them in the Purchase Order.

1. **AGREEMENT.** The Purchase Order is the entire agreement between Purchaser and Supplier and replaces and cancels all previous agreements in connection with the Purchase Order whether oral or in writing and whether contained in Supplier's proposal, quotation or otherwise (except as otherwise set out herein). In order for any waiver or change in the terms and conditions contained in this Purchase Order to be valid and effective, such waiver or change must be specifically agreed to in writing by both Purchaser and Supplier. In the event there is a pre-existing, binding, master supply agreement (or similar) between the parties (the "MSA") that governs the subject matter of this Purchase Order (either in whole or in part), the terms of that MSA shall govern in the event of any conflict or inconsistency.
2. **GOODS.** Supplier shall provide the material, equipment and/or labor or services (the "Goods") in accordance with the Purchase Order and the schedule and destination specified therein.
3. **DELIVERY**
 - (a) All Goods shall be free and clear of all encumbrances and liens and accompanied by such bills of lading or other documentation as may be specified in the Purchase Order. No charges will be accepted for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging, or similar costs, unless provided for in the Purchase Order or as otherwise agreed to in writing by Purchaser.
 - (b) Unauthorized advance shipments and shipments other than the quantity ordered are returnable at Supplier's sole expense. Purchaser may at any time postpone delivery of any Goods for a reasonable time related to any particular scheduled shipment at no additional cost. Supplier shall not be excused from performing any of its obligations under the Purchase Order by reason of any postponement of delivery by Purchaser.
 - (c) Identification of the Goods under the Uniform Commercial Code shall occur at the moment Vendor accepts this PO.
 - (d) Title, care, custody, control and all risk of loss of the Goods shall pass from Supplier to Purchaser upon delivery of the Goods, or part thereof, at the delivery point specified in the Purchase Order.
 - (e) If, in the reasonable opinion of Purchaser, the Goods will not be delivered by the date or dates specified in the Purchase Order, Purchaser may require Supplier to expedite delivery with any means necessary including the utilization of overtime, additional shifts and equipment or by subcontracting portions thereof and any additional costs which result shall be to Supplier's account. Supplier will be responsible for all damages of any kind incurred or suffered by Purchaser caused by any delay of Supplier beyond the delivery date specified in the Purchase Order.
 - (f) If Purchaser or any of its affiliates or related entities transports, loads or unloads anything for Supplier, including materials, supplies or equipment, whether for payment or otherwise, then: (i) such items will be transported, loaded or unloaded at the sole risk of Supplier; and (ii) Purchaser will not be liable to Supplier for any damage to, or loss or destruction of, such items. This exclusion of liability is absolute and unconditional and will apply even if the person or entity transporting, loading or unloading the items was negligent or in breach of statutory duty. If this provision conflicts with another agreement between the parties, or with a bill of lading, waybill or similar instrument, made or issued after the date of this Purchase Order, then this provision will prevail to the extent of the conflict.
 - (g) If, during the course of performing any work or services, Supplier transports, loads or unloads anything for Purchaser or Purchaser's client (the "Client"), including materials, supplies or equipment, then Supplier will be liable to Purchaser or Client, as the case may be, for any loss, cost, damage or expense suffered or incurred by Purchaser or Client arising out of or in connection with any damage to, or loss or destruction of, such items. The liability of Supplier for any such loss, cost, damage or expense will not be limited to the declared value of the items or be determined with reference to the weight of such items. If this provision conflicts with another agreement between the parties, or with a bill of lading, waybill or similar instrument, made or issued after the date of this Purchase Order, then this provision will prevail to the extent of the conflict.
4. **SHIPPING INSTRUCTIONS**
 - (a) Supplier shall prepare one packing slip for each container or parcel clearly showing each item number as specified on the Purchase Order, the Purchase Order number, the quantity and the full description of the item and its gross weight. A packing slip must accompany each container or parcel of a shipment and be included with the Goods inside as well as being affixed outside of any packaging.
 - (b) Where shipments contain more than one container or parcel, each container or parcel shall be marked as follows: "Case 1 of 6", "Case 2 of 6", etc.
 - (c) Hazardous substances shall be handled and clearly labeled in accordance with all Workplace Hazardous Materials Information System ("WHMIS") regulations including Federal Acquisition Regulation 52.223-3. All WHMIS documentation shall accompany the Goods.
 - (d) Any damage to all or part of the Goods resulting from improper packing or packaging, or while in transit, will be at Supplier's risk and expense.
5. **INSPECTION AND EXPEDITING.** Inspection and expediting may be carried out by Purchaser and/or its appointed agent(s), who shall be given free access and entry at all reasonable times to all parts of Supplier's premises which are engaged in manufacture, fabrication or storage of the Goods. Supplier shall make adequate provisions to ensure free access and entry to its suppliers' and subcontractors' premises for this purpose. Inspection by Purchaser's inspector/expeditor and/or its appointed agent(s) does not waive any requirements of the Purchase Order. Failure by Purchaser to inspect all or any part of the Goods shall not relieve Supplier from any of its responsibilities and liabilities under Paragraph 13 – Warranties.
6. **ACCEPTANCE AND SUBSTITUTIONS.** All Goods supplied under the Purchase Order are subject to acceptance by Purchaser within a reasonable time after inspection at the specified delivery destination. Purchaser has the right to reject any Goods found to be not in accordance with the Purchase Order. Purchaser shall notify Supplier of any rejection of Goods with particulars of the defect(s). Any rejected Goods will be held by Purchaser subject to the disposition by Supplier and solely at Supplier's risk and expense. No acceptance by or on behalf of Purchaser shall release Supplier from any warranty specified herein or otherwise agreed between Purchaser and Supplier. No substitutions shall be made to the Goods to be furnished by Supplier unless approved in writing by Purchaser.
7. **CHANGES.** Purchaser may make changes to the Purchase Order consisting of additions, deletions, or other revisions to the Goods. Supplier will not perform and Purchaser will not be responsible to compensate Supplier for any change to the Purchase Order unless agreed to in writing by the parties.
8. **FORCE MAJEURE.** If Supplier's failure to fulfill any term or condition of the Purchase Order is caused by an event of Force Majeure (as defined below), except as otherwise provided for in this Paragraph 8, Supplier may be entitled to relief. Upon becoming aware of an event of Force Majeure impacting the provision of Goods under this Purchase Order, Supplier shall notify Purchaser within 3 business days, along with full details related to the event, and shall use all reasonable efforts to mitigate, at its own cost, against the effects of the Force Majeure event on the delivery of Goods under this Purchase Order and the delivery date(s). Supplier will be deemed to have waived and released Purchaser from any claim for relief from Force Majeure if they fail to provide notice within the required time period. "Force Majeure" means any circumstance (other than lack of finances or inability to perform due to Supplier's financial condition) not foreseeable at the date of execution of the Purchase Order arising without the fault of Supplier, and which, by the exercise of reasonable diligence, Supplier is unable to provide against, including: riot, war, terrorism, nuclear instability, acts of God, epidemic, earthquake and other natural physical disaster (excluding seasonal weather conditions, however severe), any action taken by a governmental or public authority including embargo, import/export restriction, rationing or other restriction or prohibition; however, expressly excluding strikes, labor disputes or labor shortages involving Supplier's workforce (including employees and contractors) and suppliers.
9. **PAYMENTS, SET-OFF, AND SUB-SUPPLIER PAYMENTS**
 - (a) Unless otherwise stipulated in the Purchase Order, the purchase price specified herein includes all costs, including, without limitation, freight to destination, insurance, duties, taxes (excluding any taxes levied on the purchase price by the federal or any state or local government computed as a percentage of the purchase price, the collection and payment of which have been imposed on Supplier by the tax legislation), is firm and not subject to escalation. If any tax or portion thereof which is included or added to the purchase price of the Goods paid to Supplier pursuant to the terms of the Purchase Order is subsequently refunded to Supplier, Supplier shall immediately remit such refund(s) to Purchaser.
 - (b) Payment shall not constitute Purchaser's acceptance of the Goods as to quantity, quality or compliance with the Purchase Order.
 - (c) Payment of Supplier's invoice(s) prior to the delivery and acceptance of the Goods may be made by Purchaser to avail itself of any cash discount offered by Supplier provided that by such prior payment Purchaser shall not be deemed to accept the quality and quantity of the Goods as invoiced. Any such payment is subject to further adjustment in respect thereof.
 - (d) Payment otherwise due to Supplier may be withheld by Purchaser as may be reasonably necessary to protect Purchaser from loss or damage on account of any breach or default by Supplier under the Purchase Order.
 - (e) All payments shall become due 30 days from the date Purchaser receives a correct and undisputed invoice.
 - (f) Notwithstanding any other provision of the Purchase Order, Purchaser may, at its option, deduct and set-off any amounts owed by Supplier to Purchaser under the Purchase Order, howsoever arising, from and against any amounts due or owing by Purchaser or its affiliates under any contract such parties have with Supplier.
 - (g) Supplier shall promptly make payment to all persons supplying Supplier with labor, material or supplies related to the Goods to be supplied under the Purchase Order. If Supplier should fail to do so, Purchaser may cause the same to be paid and may deduct such payments from any monies at any time due to Supplier under the Purchase Order.
10. **FAIR LABOR STANDARDS ACT.** All invoices from Supplier shall bear the following certification: "The Supplier herein represents that the Goods covered hereby were produced in accordance with the Fair Labor Standards Act of 1936, as amended." Supplier shall fully abide all labor agreements, project agreements and jurisdictional decisions presently in force or subsequently.
11. **INSURANCE.** Without limiting any of Supplier's obligations or liabilities under the Purchase Order and prior to commencing provision of any Goods under the Purchase Order, Supplier shall carry, at its expense, the insurance coverage set out below for any Goods provided at Purchaser's facilities:
 - (a) Workers' Compensation Insurance covering all employees engaged in the provision of Goods under the Purchase Order in accordance with applicable laws in the state having jurisdiction over such employees and any similar insurance coverage required by applicable laws, including the minimum as follows:

Coverage A.	Statutory Benefits
Coverage B.	Employer's Liability; Bodily Injury by accident: \$1,000,000 each accident; Bodily Injury by disease: \$1,000,000 policy limit; and Bodily Injury by disease: \$1,000,000 each employee
 - (b) Commercial General Liability Insurance with limits not less than \$2,000,000.00 per occurrence and with a per project general aggregate of not less than \$2,000,000.00 against liability for bodily injury including death, personal injury, and property damage. Such insurance will include coverage for contractual liability, tortious liability, contractor's protective liability, and products and completed operations liability and not include a residential exclusion. Supplier will maintain the insurance for the duration of the Purchase Order and for the duration of the applicable statute of repose following completion of the Purchase Order. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of 10 years, whichever is longer. Such policy(ies) will (i) be written on an occurrence form, (ii) name Purchaser and their directors, officers, employees, servants and agents (collectively, the "Additional Insureds") as additional insureds and such endorsements shall be issued on ISO forms CG 20 10 12 19 for ongoing operations coverage and CG 20 37 12 19 for completed operations coverage, (iii) contain a "cross liability" and "severability of interest" clause, (iv) apply as primary and not contributing to any insurance maintained by the Additional Insureds; and (v) pay defense costs outside of the policy limits.
 - (c) Automobile Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence, against liability for bodily injury including death, and property damage arising out of the use of Supplier's owned, leased, hired, non-owned or rented vehicles in the provision of Goods under the Purchase Order. Such policy shall name the Additional Insureds as additional insureds and shall be primary and not seek contribution from any insurance maintained by the Additional Insureds.
 - (d) Pollution Liability Insurance where the provision of Goods includes the remediation or use of hazardous materials with limits not less than \$2,000,000 each occurrence and in the aggregate. Such policy will: (i) name Additional Insureds as additional insureds, (ii) be primary and non-contributory to any insurance maintained by the Additional Insureds, (iii) include coverage for storage, transportation, and disposal of hazardous waste, on-site and off-site bodily injury and damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, and (iv) include defense and clean-up costs. Supplier and any of its sub-suppliers shall maintain pollution liability insurance for the duration of the applicable statute of repose, following completion of the Purchase Order. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of 10 years, whichever duration is longer.
 - (e) Professional Liability Insurance (Errors & Omissions) if professional services, design, engineering or inspection reporting forms any part of the Goods provided under the Purchase Order with limits not less than \$2,000,000 per claim and with an aggregate limit of not less than \$2,000,000. Supplier agrees to maintain this coverage in effect for 10 years following the completion of the Purchase Order.
 - (f) "All Risks" Contractor's Equipment Insurance covering owned, leased, or rented construction machinery and equipment, including scaffolding and temporary buildings, used by Supplier in the supply of Goods under this Purchase Order for the full replacement value thereof.
 - (g) In addition:

- (i) Supplier shall carry any additional insurance which Supplier is required to carry by law or which Supplier considers necessary.
 - (ii) Supplier shall, prior to delivering the Goods at Purchaser facilities, provide evidence of insurance required in this Paragraph 11 in the form of a certificate of insurance.
 - (iii) If Supplier fails to provide and maintain insurance as required by the Purchase Order and the insurance requirements of the Purchase Order as they are applicable to Supplier, then Purchaser shall have the right but not the obligation, to provide and maintain such insurance and give evidence to Supplier. Supplier shall pay the cost thereof to Purchaser on demand or Purchaser may deduct the cost from the amount which is due or may become due to Supplier.
 - (iv) each policy shall be endorsed to provide for 30 days prior notice of cancellation, or material amendment, by registered mail to Purchaser.
 - (v) Supplier shall ensure that all sub-suppliers (at any tier) comply with the terms and conditions of this paragraph. Neither the providing of insurance by Supplier, nor the failure of any insurance company to pay any claim shall be held to relieve Supplier from any provisions of the Purchase Order with respect to liability of Supplier.
 - (vi) all insurance required under Paragraph 11 will contain provisions waiving the insurer(s) rights of subrogation against the Additional Insureds. Supplier hereby waives all rights of recourse against the Additional Insureds and any other person engaged in the performance of work at Purchaser's premises for recovery of any deductibles or uninsured or unrecoverable amounts in respect of loss or damage.
- 12. INDEMNITY.** Supplier shall be liable for and shall defend, indemnify and hold harmless Purchaser and its directors, officers, employees, agents, and representatives from and against all costs, losses, damages expenses, claims, demands, actions, causes of action, suits and proceedings whatsoever (including reasonable attorneys' fees and costs) including any loss or damage relating to personal injury or death caused by or arising out of or in connection with, directly or indirectly, the performance of the Purchase Order, to the extent caused or contributed to by Supplier, its subcontractors, suppliers, or those for whom it is legally responsible. The parties will not be liable to each other in contract or tort for indirect or consequential loss or damage arising out of or in connection with the Purchase Order, except to the extent such loss or damage is (i) covered by insurance required to be provided under the Purchase Order; or (ii) is claimed against Purchaser by any third party, in which case Purchaser may seek to recover such loss or damage from Supplier.
- 13. WARRANTIES**
- (a) Supplier warrants the Goods will conform to the requirements of the Purchase Order and will be (i) free from deficiencies and defects in materials, workmanship, quality, and design, (ii) good quality and new, unless otherwise expressly agreed in writing, (iii) of merchantable quality and fit for the purpose for which such Goods are ordinarily used, and any particular purpose required by Purchaser, and (iv) able to meet or exceed the specifications and design standards contained in the Purchase Order and will perform in accordance with such requirements. Supplier further warrants that any services to be performed as part of the Goods will be performed (i) in a good, workmanlike, professional, and diligent manner, (ii) by personnel with the requisite skill, training, and experience, (iii) in accordance with generally accepted industry standards and all applicable laws and regulations, and (iv) in strict conformity with the specifications, requirements, timelines, and performance standards set forth in the Purchase Order, and will be fit for the particular purpose intended by Purchaser.
 - (b) The corrective period under the Purchase Order shall be 1 year from completion of the Purchase Order or as otherwise specified in the Purchase Order. Without limitation of any other rights and remedies of Purchaser, Supplier will correct, at its expense, any defects or deficiencies in the Goods found not to be in accordance with the Purchase Order that occurs, develops or appears and will repair any resultant damage to other property of Purchaser including any damage that results from efforts made to access, repair or replace defective Goods. If Supplier fails to promptly take such corrective actions, Purchaser shall have the right to take such corrective actions at Supplier's expense, and Supplier shall promptly pay Purchaser the costs incurred in correcting such defective Goods.
 - (c) If any of the Goods contain any manufacturer's extended warranties, Supplier hereby assigns such warranties to Purchaser.
 - (d) The obligations contained in this Paragraph 13 are in addition to, and not in substitution for, any warranties created by applicable law. The warranty obligations of Supplier under the Purchase Order do not limit the liability of Supplier for the Goods.
 - (e) The scope and duration of Supplier's responsibility for latent defects will not be limited by the Purchase Order.
- 14. DEFAULT AND CANCELLATION.** If Supplier (i) becomes insolvent, enters into voluntary or involuntary bankruptcy or receivership proceedings or makes an assignment for the benefit of its creditors; or (ii) fails to cure any default in performance or breach of any provision of this Purchase Order within 5 working days, or other period that may be agreed to by Purchaser, Purchaser shall have the right, without limiting any other rights or remedies which Purchaser may have hereunder or by operation of the law, to terminate this Purchase Order. Supplier shall be liable to Purchaser for all losses, damages and costs whatsoever resulting from the default. Purchaser may, at any time, without cause, terminate for convenience any uncompleted or unperformed portion of the Goods or part thereof. Upon termination, Purchaser shall pay Supplier a reasonable amount for Goods provided to the date of termination, as determined by Purchaser, and such payment shall represent Purchaser's sole liability to Supplier and Supplier's sole remedy in respect of all losses, costs and damages incurred by Supplier as a result of termination of the Purchase Order by Purchaser.
- 15. CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS.**
- (a) Supplier agrees to receive and maintain all confidential information in the strictest confidence. Supplier will not disclose confidential information to any person other than those of its officers, directors, employees, professional advisors and sub-suppliers who need to know such information for reasons related to the performance of the Purchase Order, except with the prior written consent of Purchaser. Before Supplier discloses confidential information to any person, Supplier will ensure that such person agrees in writing to be bound by the provisions of this Paragraph 15 in like manner. Notwithstanding the foregoing, Supplier may disclose confidential information to the extent required by applicable law but, in that circumstance, Supplier will give Purchaser prompt written notice of the requirement for disclosure so that Purchaser may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Supplier will disclose only that portion of the confidential information which, in the reasonable opinion of its counsel, is legally required to be disclosed. Supplier will be responsible for any breach of this Paragraph 15 by any person to whom it has disclosed confidential information or for whom Supplier is responsible at law.
 - (b) Supplier shall not use Purchaser's name, or their registered or unregistered trademarks in any advertising or promotional materials or publicity releases, or otherwise, without the prior approval of Purchaser.
 - (c) Supplier will refer any media inquiries concerning Purchaser to: media@ledcor.com.
 - (d) Supplier will pay all royalties and license fees required for and will not breach any intellectual property rights of any other person in connection with the provision of Goods under the Purchase Order. Supplier grants to Purchaser an irrevocable, unrestricted, perpetual and royalty-free right and license to use all patents, trademarks, copyrights, industrial designs and other intellectual property that Supplier, any sub-supplier or any of their respective employees or agents conceives of or makes, alone or with others, in the provision of Goods under the Purchase Order or that are required for the use of the Goods by Purchaser.
- 16. HEALTH, SAFETY AND ENVIRONMENT AND QUALITY.** Supplier and any of its sub-suppliers shall strictly comply with all rules, regulations, procedures and practices of the occupational health and safety legislation, building codes, by-laws and environmental legislation applicable for the jurisdiction in which the Goods are supplied. In addition, Supplier shall participate in and strictly abide by the requirements of Purchaser's Site-Specific Safety Plan (which will be provided by Purchaser) for services provided by Supplier at Purchaser's facilities. If required by Purchaser, Supplier shall maintain a quality assurance/quality control program which complies with Purchaser's quality assurance/quality control plan.
- 17. COMPLIANCE.** The Goods called for in this Purchase Order shall comply with all applicable codes, standards and regulations of the governing authorities for the jurisdiction in which the Goods are supplied. Supplier shall acquire and keep in force all required permits and certificates of approval. Supplier shall, at its sole cost and expense, comply, and ensure its subcontractors and suppliers comply with, all provisions of laws governing its performance under this Purchase Order including, without limiting the generality, all applicable common law, federal, state and local laws, orders, rules, regulations and decisions of regulatory bodies, including, import-export, privacy legislation, occupational health and safety, fire, employment insurance, workers' compensation, all dangerous goods legislation and codes and all workplace hazardous materials legislation and regulations governing the safety, handling, packaging, labeling, transport and use of such goods, environmental protection legislation, building codes, anti-bribery law or international convention, as may apply now or in the future, including but not limited to any other governmental requirements, work practices and procedures prescribed by law and related to Supplier, Purchaser's facilities or the Goods. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. In addition to the foregoing, Supplier shall strictly abide by Purchaser's policies and practices, including those set out in "Ledcor Policies, Standards & Programs" located on www.ledcor.com/policies-standards-programs and such other policies and practices as are identified by Purchaser to Supplier from time to time.
- 18. MISCELLANEOUS.**
- (a) The Purchase Order shall be governed by and interpreted in accordance with the laws of the place where the Goods are to be delivered.
 - (b) Purchaser's failure to insist on performance of any term, condition or instruction or to exercise any right or privilege provided hereunder, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction and/or right or privilege.
 - (c) Notices required or permitted to be delivered hereunder shall be given in writing and shall be addressed to Purchaser (attention of Purchaser) or Supplier. Notices shall be delivered by e-mail. If to Purchaser: Sourcing@ledcor.com. If to Supplier: at the e-mail address set forth in the Purchase Order.
 - (d) Any provision of the Purchase Order which expressly or by implication from its nature is intended to survive the termination or completion of the Purchase Order will continue in full force and effect after any termination, expiry or completion of this Purchase Order.
 - (e) The rights and remedies of Purchaser in the Purchase Order are cumulative and in addition to any other rights and remedies at law or in equity.
 - (f) If any provision of the Purchase Order is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
 - (g) Supplier is an independent contractor and not the agent of Purchaser. Supplier and its employees have no authority to represent Purchaser or its affiliates, nor to bind Purchaser or its affiliates in any way. Supplier nor its employees will hold themselves out as having authority to act for Purchaser or its affiliates.
 - (h) This Purchase Order may not be assigned or subcontracted by Supplier, either in whole or in part, without the prior written consent of Purchaser.
 - (i) Time is of the essence as to the performance of Supplier's obligations under the Purchase Order.