



**NORTHRIVER MIDSTREAM INC.  
PURCHASE ORDER (NON-MSA)  
STANDARD TERMS AND CONDITIONS**

These terms and conditions are incorporated into and apply to the purchase of Goods and Services under purchase orders ("**Purchase Orders**") issued by NorthRiver Midstream Inc. ("**NorthRiver**") to Supplier as follows:

- (a) Sections 1, 2 and 4 shall apply to purchases of Goods, including Goods which are provided by Supplier in connection with what is otherwise a contract for Services by NorthRiver; and
- (b) Sections 1, 3 and 4 shall apply to purchases of Services, including Services which are provided by Supplier in connection with what is otherwise a purchase of Goods by NorthRiver.

**1. DEFINITIONS**

"**Agreement**" means the relevant Purchase Orders issued by NorthRiver collectively with these terms and conditions and any schedules to any Purchase Order.

"**Change Order**" means a written order signed by the Parties (except in the case of a deemed acceptance by Supplier) authorizing a change in, addition to, or deletion from the Purchase Order.

"**Delivery Point**" means the point at which Goods are to be delivered by Supplier to NorthRiver, as specified in the applicable Purchase Order or as the Parties may otherwise agree in writing.

"**Effective Date**" means the effective date of the Purchase Order to which these terms and conditions are attached.

"**Goods**" means equipment, materials, supplies and other goods to be provided by Supplier to NorthRiver in accordance with this Agreement, whether or not specifically set out in the applicable Purchase Order, as well as all specifications, instructions and installation, operating and maintenance manuals necessary for the installation, operation and maintenance of the Goods.

"**NorthRiver**" means the applicable NorthRiver entity issuing the Purchase Order to which these terms and conditions are attached.

"**Party**" means either NorthRiver or Supplier, as applicable; and "**Parties**" means NorthRiver and Supplier, collectively.

"**Services**" means all labour, work and other services to be provided by Supplier to NorthRiver under this Agreement, including any consumables, materials, equipment, components, suppliers, purchased materials and all other tangible items to be furnished by the Supplier for NorthRiver which whether or not specifically set out in the applicable Purchase Order or which may be more particularly described in a Purchase Order.

"**Supplier**" means the Party supplying the Goods or Services to NorthRiver as identified in the applicable Purchase Order.

"**Worksite**" means any location where NorthRiver requests the Supplier to provide Services or any Delivery Point for the Goods, including any premises of NorthRiver or NorthRiver's other

contractors, but excluding any locations where the manufacture or pre-delivery handling of Goods takes place.

## **2. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GOODS**

### **2.1 Warranties**

2.1.1 Supplier shall provide the Goods to NorthRiver in accordance with the terms and conditions of this Agreement. Incoterms 2010, if set out elsewhere in the relevant Purchase Order, apply to this Agreement. In the event of any inconsistency between such Incoterms 2010 and these terms and conditions, these terms and conditions shall govern.

2.1.2 Supplier represents and warrants that the Goods supplied hereunder shall be of the kind and quality specified herein, free from fault in design, workmanship and material, shall be new and of good and merchantable quality and shall perform in accordance with the specifications and drawings, if any, set out in this Agreement. All Goods shall at all times be subject to NorthRiver's inspection but neither NorthRiver's inspection nor failure to inspect shall relieve Supplier of any obligations hereunder. If any Goods fail to conform with specifications or drawings or are otherwise defective, NorthRiver may, in its sole discretion, reject all of the Goods purchased under this Agreement or any portion thereof, and the Goods may be held or returned upon notice to Supplier to the Delivery Point and NorthRiver shall be entitled to a refund in full or at NorthRiver's option, Supplier shall promptly repair or replace the same at Supplier's sole expense.

2.1.3 The warranties in this Section 2.1 shall continue in full force and effect notwithstanding any termination of this Agreement by NorthRiver and shall extend for a period of:

- (a) 18 months from the date of transfer of title of Goods, or
- (b) 12 months from the date of start-up of the Goods or start-up of the equipment into which the Goods are incorporated,

whichever period ends first, or such longer period as may be available for the Goods procured by Supplier.

2.1.4 Where Goods are repaired or replaced under the above warranties, such Goods shall be warranted for a new period of:

- (a) 18 months from the date of completion of such repair or replacement, or
- (b) 12 months from the date of restart-up of the Goods or restart-up of the equipment into which the Goods are incorporated,

whichever period ends first, or such longer period as may be available for the Goods procured by Supplier.

2.1.5 Supplier shall bear all costs for repair or replacement of Goods under the above warranties.

### **2.2 Title**

2.2.1 Supplier represents and warrants that NorthRiver shall receive clear and unencumbered title to the Goods supplied hereunder and that the Goods may be acquired, owned, held, used and disposed of by NorthRiver without infringing on any applicable patent, industrial design, copyright or trademark, whether foreign or domestic.

2.2.2 Title to each item included in the Goods shall pass to NorthRiver on the earlier of payment for such item and its delivery to the Delivery Point. Notwithstanding the foregoing, all Goods shall remain under the care, custody and control of Supplier, and risk of loss or damage remains with Supplier until NorthRiver takes physical possession and accepts delivery at the Delivery Point.

### **2.3 Surplus Material and Disposition**

2.3.1 The Supplier shall be responsible for supplying the Goods as required by this Agreement in the quantities required for the project specified by NorthRiver (the "**Project**"). Where the estimation of such quantities is in excess of the actual required quantity, at the request of NorthRiver, the Supplier shall be responsible for the removal and return of excess Goods at the completion of the Project. The Supplier will arrange collection and removal of excess Goods within 30 days of Project completion as notified by NorthRiver or at the written request of NorthRiver, whichever occurs sooner and will do so at its own cost. The Supplier will reimburse NorthRiver the purchase price, equal to the invoiced price within seven days of the excess Goods collected by the Supplier.

### **2.4 Certification of Origin**

2.4.1 Supplier, if applicable, shall at Supplier's cost, prepare and issue to NorthRiver, certification(s) of origin pursuant to the Canada-United States-Mexico Agreement, as amended, supplemented, consolidated or re-enacted from time to time ("**CUSMA**") for Goods sold and shall provide copies of the issued certification(s) of origin to the customs administration of Supplier's and NorthRiver's home country upon request as well as provide all information requested by either customs administration in respect of the issued certification(s) of origin. Supplier shall maintain records in respect of the certification(s) of origin for five years or such longer period as required by law. Supplier shall comply with Supplier's obligations under CUSMA.

2.4.2 Supplier shall defend, indemnify and save NorthRiver harmless from and against all liability, loss and cost incurred for additional duties, tariffs and penalties imposed by either customs administration, resulting from the certification(s) of origin furnished with respect to Goods being found to be incomplete, false or otherwise invalid in whole or in part, or arising out of a breach by Supplier of Section 2.4.1 Supplier's indemnity herein shall extend to costs arising from any resulting redetermination or reassessment with respect to any of the Goods.

### **2.5 Packaging**

2.5.1 Supplier shall ensure Goods are packaged in such a manner to ensure the Goods are transported and delivered to NorthRiver safely and without sustaining damage or causing damage. If damage results and it is determined by NorthRiver, acting reasonably, that packaging was substandard for any particular delivery, replacement of damaged Goods will be at the cost of the Supplier. Large quantities of items such as boxes or individual items are to be consolidated and secured on pallets for handling (e.g., multiple smaller boxes placed into a larger box or multiple items placed on a pallet and secured with straps, banding or stretch wrap as appropriate).

### **2.6 Tagging and Shipping**

2.6.1 Supplier shall place or affix the number of the relevant Purchase Order on all invoices, packing slips, packages, containers and related correspondence.

- 2.6.2 Supplier shall ship the Goods by the most economical manner and route unless otherwise specified or directed by NorthRiver.
- 2.6.3 If NorthRiver specifies or directs Supplier to ship the Goods in a specific manner or by a specific route and Supplier fails to do so, Supplier shall reimburse NorthRiver for any loss or extra expenses resulting from such failure.
- 2.6.4 Supplier shall be solely responsible for the shipment and delivery of "dangerous goods", as defined in the *Transportation of Dangerous Goods Act* (Canada), to the Delivery Point.

## **2.7 Insurance for the Purchase of Goods**

- 2.7.1 Supplier shall, at its own expense, obtain and maintain during the term of this Agreement, commercial general liability (CGL) insurance with a limit per occurrence and in the aggregate of not less than \$5,000,000 covering all sums which the Supplier or their subcontractors may become legally obligated to pay as compensatory damages because of personal injury, bodily injury, death or property damage, and resulting from the delivery of the Goods to the Worksite. NorthRiver shall be named as an additional insured on this insurance policy, and such policy shall provide a waiver of subrogation in NorthRiver's favour. This insurance shall be primary for all purposes, without right of contribution from any other insurance available to NorthRiver and shall contain cross liability coverage via a separation of insureds clause.
- 2.7.2 The CGL insurance policy shall be placed with insurers having financial security ratings of at least "A-" by AM Best or "A" by Standard & Poor's and which are authorized to do business in the jurisdiction where the Goods are delivered.

## **3. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SERVICES**

### **3.1 Performance**

- 3.1.1 Supplier shall diligently and carefully perform the Services in strict accordance with this Agreement and shall furnish the labour, supervision, tools, equipment and all other things necessary for, and to do and perform, the Services. If directed by NorthRiver, Supplier shall provide all Goods required in connection with the Services.
- 3.1.2 Unless otherwise agreed to in writing by NorthRiver, Supplier shall immediately upon completion of the Services remove all of Supplier's equipment, surplus materials and debris from NorthRiver's premises and shall leave such premises in a tidy condition.
- 3.1.3 Title to all work product resulting from the Services shall pass to NorthRiver as such product is completed. Notwithstanding the foregoing, the Services and all work product shall remain at the risk of Supplier until completion of all the Services hereunder.

### **3.2 Warranty**

- 3.2.1 Supplier represents and warrants to NorthRiver that:
  - (a) Supplier shall perform the Services in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by experienced reputable suppliers in the industry performing Services of a similar nature;

- (b) Supplier shall perform the Services in full compliance with all specifications, drawings and other documentation set out in this Agreement or otherwise agreed to by the Parties;
  - (c) Supplier shall employ only experienced, capable and competent personnel to perform the Services;
  - (d) all work product resulting from the Services shall be of the kind and quality specified herein, free from fault in design, workmanship and material;
  - (e) all equipment supplied or used by Supplier to perform the Services shall in all respects comply with applicable law and shall be maintained in good operating condition, suitable, safe and fit for the uses for which it is intended and suitable for the safe, legal and efficient performance of the Services;
  - (f) all personnel operating or maintaining equipment set out in Section 3.2.1(e) shall be properly licensed and qualified in respect of such equipment and the functions that they perform using such equipment; and
  - (g) Supplier shall comply and require its subcontractors and suppliers to comply with policies and procedures that may be issued from time to time in writing by NorthRiver or its representatives governing the conduct of such persons while on the Worksite.
- 3.2.2 The above warranties shall continue in full force and effect notwithstanding any termination of this Agreement by NorthRiver and shall extend for a period of 12 months after completion of the Services. Supplier shall, during such period, reperform all Services that were performed incorrectly or otherwise do not fully comply with the above warranties.
- 3.2.3 Where Services are reperformed under the above warranties, such Services shall be warranted for a new period of 12 months from the date reperformance is completed.
- 3.2.4 Supplier shall bear all costs for reperformance of the Services under the above warranties.
- 3.2.5 NorthRiver may, in its sole discretion, carry out the reperformance of such Services on its own account.
- 3.2.6 Supplier shall promptly reimburse NorthRiver for all costs and expenses reasonably incurred by NorthRiver in respect of reperformance of such Services as set out in Section 3.2.5.
- 3.2.7 Supplier, at NorthRiver's request, shall assign to NorthRiver the benefit of all warranties or similar obligations provided by any subcontractor or supplier. Supplier shall ensure that all warranties or similar obligations provided by a subcontractor or supplier are assignable to NorthRiver without the consent of the subcontractor or supplier.
- 3.3 Workers' Compensation**
- 3.3.1 Supplier shall ensure all Supplier personnel are registered for workers' compensation coverage in accordance with the statutory requirements of all jurisdictions where the Services are being performed and pursuant to all applicable laws.

- 3.3.2 Prior to performing any Services, Supplier to provide NorthRiver with a workers' compensation board "Clearance Letter" or similar document, confirming that Supplier's account is in good standing.

### **3.4 Insurance for the Contract for Services**

- 3.4.1 Prior to commencement of the Services and at all times thereafter until the end of the warranty period prescribed herein, Supplier and each of its subcontractors, of every tier, shall provide and maintain in full force and effect, insurance coverage as described below with policies in form and substance acceptable to NorthRiver and with limits not less than those specified:

- (a) **Commercial general liability (CGL) insurance** with a limit per occurrence and in the aggregate of not less than \$5,000,000 covering all sums which the Supplier or their subcontractors may become legally obligated to pay as compensatory damages because of personal injury, bodily injury, death or property damage, and resulting from the performance of the Services at the Worksite, or at places other than the Worksite, and all locations dedicated to the Services. This policy shall include coverage for personal injury, contractual liability addressing indemnification under this Agreement, cross liability and severability of interest, products and completed operations, contingent employer's liability and premises and operations liability. A sudden and accidental pollution liability endorsement (Minimum IBC Form 2313) must be included under such policy for Services which involve transportation and/or delivery of Dangerous Goods (as such term is defined in the *Transportation of Dangerous Goods Act (Canada)*) or excavation on NorthRiver's rights-of-way where shared with an oil pipeline or where the scope of Services could cause an unanticipated pollution event. It is the Supplier's option to meet the required insurance limits by providing additional commercial umbrella liability coverage following the form of commercial underlying CGL policy, such that the required insurance limits are met.
- (b) **Workers' Compensation and Employer's Liability** insurance covering all Supplier personnel in accordance with the statutory requirements of the jurisdiction of the province in which the Services are being performed. The Employer's Liability coverage shall be in an amount not less than \$2,000,000. If any Supplier personnel are principally employed in any jurisdiction other than Canada but working on the Services and located in Canada, the Workers' Compensation and Employer's Liability insurance policy shall be extended to include extra-territorial coverage.
- (c) As applicable, **Commercial Automobile coverage** covering all vehicles used by Supplier at the Worksite in connection with the Services, with limits of not less than \$2,000,000 inclusive per accident for bodily injury (including death resulting therefrom) and damages to or destruction of property of others as a result of each accident.
- (d) As applicable, for **professional services** providing advice, design or services that typically require professional certification or licensing: If the Supplier's commercial general liability insurance excludes professional liability claims that could arise out of the scope of Services under this Agreement, Supplier shall then also carry Professional Liability Insurance, with a limit of not less than \$2,000,000 per occurrence. For certain types of consulting services, this requirement may be waived by NorthRiver.

- (e) As applicable, for **information technology ("IT") consulting projects**, providing advice, design or services that typically require professional certification or licensing: Professional Liability (Errors and Omissions) Insurance with an occurrence limit of liability not less than \$2,000,000. Such insurance shall cover any and all errors, omissions or negligent acts resulting from the professional activities performed under this Agreement. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date of this Agreement. Supplier shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two years after termination of this Agreement will be deemed to have been made during the policy period. For certain types of IT consulting services, this requirement may be waived by NorthRiver.
  
- (f) As applicable, **Cyber Risk Professional Liability** (Errors and Omissions) Insurance, with an aggregate limit of liability not less than \$2,000,000. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products, services and/or licensed programs under this Agreement. Such insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement. The retroactive coverage date shall be no later than the Effective Date of this Agreement. Such insurance shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two years after termination of the Agreement will be deemed to have been made during the policy period. For certain types of IT Consulting projects, this requirement may be waived by NorthRiver.

3.4.2 The following insurances are required under the stated conditions:

- (a) **For Construction Services**, Supplier shall provide Construction Insurance covering the procurement, construction, installation, transit, testing and commissioning of the applicable facility as identified in the relevant Purchase Order (the "**Facility**") with a limit of \$5,000,000 per occurrence:
  - (i) Coverage on a replacement cost value, against physical loss or damage to insurable property while at the Worksite or at a designated laydown yard during installation, testing and commissioning, that is intended to become a permanent part of the Facility. Such insurance shall not cover loss or damage to items belonging to Supplier, its personnel or that are not to be incorporated into the Facility, including but not limited to, construction equipment, tools, scaffolding, forms, structures of a temporary nature or their contents.
  - (ii) Coverage while in transit in North America against physical loss of or damage to insurable property that is intended to become a permanent part of the Facility. Supplier shall provide, and shall require its personnel to provide, timely information needed by NorthRiver in connection with securing such coverage.
  - (iii) Supplier shall pay any deductible amount required under this policy up to a maximum amount of \$250,000 for any physical loss or damage of the Facility under Supplier's direct or indirect control except during hot testing, commissioning or horizontal directional drilling, when the maximum deductible is \$500,000. NorthRiver shall pay for any deductible amount

associated with any "physical loss or damage of the Facility caused by a natural event" and all reasonable efforts have been made by Supplier to reduce or mitigate the physical damage resulting from such event. Supplier shall provide, and shall require its personnel to provide, timely information needed by NorthRiver in connection with securing such coverage.

- (b) As applicable, **Hazardous materials**: For Services which involve handling of hazardous materials, or Services which involve disturbing the ground or other existing facilities where contaminated materials may exist, pollution liability for off-premises operations must be included under the CGL policy, and if applicable, umbrella policy. If these conditions exist and the coverage is not provided by the CGL and umbrella liability policies, a Supplier's **pollution liability** policy having a limit of not less than \$5,000,000 per occurrence for bodily injury, property damage, and cleanup costs. Contingent Transportation (as applicable to the operations), including loading and unloading, beyond the Worksite shall be included. Coverage shall be written on an occurrence-based policy form. Coverage on a claim made is acceptable only if the retroactive coverage date shall be no later than the Effective Date of this Agreement and the Supplier purchases an Extended Reporting Period "Tail Coverage" for a period of no less than three years after completion of the Services.

If non-owned disposal sites ("**NODS**") in Canada are to be utilized by the Supplier while performing Services for NorthRiver, then the NODS endorsement shall be added to the policy. If Supplier is using a NODS in Canada, then Supplier shall provide to NorthRiver a copy of the certificate of insurance from the NODS certifying pollution legal liability coverage in the amount of not less than \$5,000,000 each incident.

- (c) As applicable, **Aircraft and Watercraft Insurance**: If the performance of the Services requires the use of any aircraft or watercraft that are owned, leased rented or chartered by the Supplier and/or any of its subcontractors, then Aircraft and/or Watercraft Liability coverage with policy limits of not less than \$5,000,000 inclusive per accident for bodily harm (including death resulting therefrom) and damage to property and limits of not less than \$5,000,000 per passenger for aircraft passenger hazard shall be maintained, in a form acceptable to NorthRiver.

This can be in the form of owner's insurance where Supplier and NorthRiver are named as additional insured, or non-owned aircraft insurance purchased by Supplier naming NorthRiver as additional insured.

3.4.3 All insurance policies required above, provided and maintained by Supplier and each subcontractor, of every tier, will be endorsed:

- (a) to provide that they are primary for all purposes, without right of contribution from any other insurance available to NorthRiver, and will contain cross liability coverage via a separation of insureds clause;
- (b) to include waivers of any right of subrogation of the insurers against NorthRiver, its subsidiaries, affiliates, officers, directors, employees and subcontractors of all tiers; and
- (c) to add NorthRiver, its subsidiaries, affiliates, officers, directors and employees as additional insureds, except where prohibited by law.



- 3.4.4 Supplier will provide NorthRiver with certificate(s) of insurance, satisfactory to NorthRiver, evidencing all required insurance hereunder prior to commencement of the Services, and replacement certificate(s) of insurance during the term hereof. Such certificate(s) will be on a Standard CSIO form. Each certificate will be signed by an authorized agent or representative of the insurer. Supplier will provide NorthRiver written notice prior to any cancellation of, or material change in, the required insurance.
- 3.4.5 NorthRiver at its sole discretion may require Supplier to submit the original or a certified copy of Supplier's insurance policies for inspection by NorthRiver.
- 3.4.6 All insurance required herein shall be written to protect Supplier against liability for damage, loss or expense arising from damage to property or injury to or death of any person or persons arising in any way out of, in connection with, or resulting from the Services. All policies not required above, but owned by Supplier and applicable to the Services, will include waivers of any right of subrogation of the insurers against NorthRiver, its subsidiaries, affiliates, officers, directors, employees and subcontractors of all tiers.
- 3.4.7 Unless otherwise agreed to by NorthRiver, all insurance policies provided by Supplier shall be placed with insurers having financial security ratings of at least "A-" by AM Best or "A" by Standard & Poor's and which are authorized to do business the jurisdiction where the Services are to be performed.
- 3.4.8 Supplier will pay promptly all premiums for insurance in strict accordance with the obligations to its carrier or carriers such that Supplier at all times will have full insurance coverage as herein provided. Any failure to comply with all of the provisions of this section by Supplier or any of its insurance companies, or the insolvency, bankruptcy or failure of any such insurance company will permit NorthRiver to suspend all Services until compliance is achieved or a solvent insurance company utilized. At the option of NorthRiver, NorthRiver may pay any insurance premiums in order to achieve compliance for Supplier and deduct the amount of the premiums, and all other costs incurred by NorthRiver in achieving compliance, from amounts to be paid to Supplier.
- 3.4.9 Supplier's compliance with the provisions of this section will not constitute a limitation of Supplier's liability for its acts or omissions or in any way limit, modify, or otherwise affect Supplier's indemnification obligation pursuant to this Agreement. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Supplier, or failure of any such insurance company to pay claims asserted, will not abrogate, waive or alter any of Supplier's responsibilities or liabilities hereunder.
- 3.4.10 In the event that Supplier allows all required insurance to terminate or allows such insurance to fall below the standards specified herein, NorthRiver reserves the right to provide such insurance with premiums paid by Supplier. In the event that NorthRiver assumes responsibility for this insurance coverage, NorthRiver will notify Supplier prior to commencement of the Services hereunder and, on request, will provide Supplier with satisfactory evidence that such insurance is in full force and effect. The deductible amount under this policy for any one occurrence will be to Supplier's account, if claim is due to Supplier's actions, unless due to NorthRiver's sole negligence.
- 3.4.11 NorthRiver will not be obligated to review any of Supplier's certificates of insurance, insurance policies and/or endorsements or advise Supplier of any deficiencies in such documents, and any receipt of copies or review by NorthRiver will not relieve Supplier from or be deemed a waiver of NorthRiver's right to insist on strict fulfillment of Supplier's obligations.

3.4.12 Builders Risk – "All Risk": NorthRiver assumes the responsibility for placing builders risk insurance for the Services and will provide Supplier with a waiver of subrogation in their favour under this insurance. On request, NorthRiver shall provide Supplier with a certificate of insurance as evidence that such insurance is in full force and effect. The Supplier shall pay any deductible amount required under this policy up to a maximum of \$250,000 for any physical loss or damage of the work under Supplier's direct or indirect control. NorthRiver shall pay for any deductible amount associated with any "physical loss or damage of the work caused by a natural event" as long as all reasonable effort have been made by the Supplier to reduce or mitigate the physical damage resulting from such an event.

### **3.5 Supplier's Personnel and Equipment**

3.5.1 NorthRiver may refuse to permit any of Supplier's personnel or equipment to enter upon any of NorthRiver's premises, if NorthRiver determines in its sole discretion that such personnel or equipment do not comply with applicable safety and security requirements.

### **3.6 Supplier-Provided Security**

3.6.1 Supplier shall at any time and from time to time as requested by NorthRiver, provide to NorthRiver one or more of the following forms of security in a form acceptable to NorthRiver:

- (a) a parent company guarantee provided by Supplier's parent company or another creditworthy entity acceptable to NorthRiver;
- (b) an irrevocable and unconditional letter of credit in an amount equal to 20% of the estimated price for the Services and Goods to be provided by Supplier under this Agreement issued by a bank approved by NorthRiver;
- (c) a performance bond in an amount not to exceed the estimated price for the Services and Goods to be provided by Supplier under this Agreement with a surety company approved by NorthRiver; or
- (d) a labour and materials bond in an amount not to exceed the estimated price for the Services and Goods to be provided by Supplier under this Agreement with a surety company approved by NorthRiver,

(collectively, the "**Security**"). Any reasonable additional costs of obtaining any Security referred to in the sub clauses (b) to (d) above which are required by NorthRiver shall be for the account of NorthRiver.

### **3.7 Environment, Health and Safety**

3.7.1 Without limiting the generality of Section 4.13 below, the Parties agree as follows:

- (a) Supplier shall, and shall ensure that its employees, agents, subcontractors and suppliers comply with all applicable laws and industry standards relating to environmental protection as well as any environmental rules imposed by NorthRiver from time to time.
- (b) NorthRiver may at any time evaluate Supplier's environmental practices and procedures. Supplier shall allow NorthRiver to access any Worksite in order to inspect and/or audit Supplier's compliance with the requirements of this Agreement.

- (c) Supplier shall, and shall ensure that its employees, agents, subcontractors and suppliers who perform Services, meet or exceed NorthRiver's health and safety qualification criteria specified by NorthRiver to Supplier from time to time and shall prequalify accordingly its subcontractors. Supplier will document each subcontractor's prequalification and be able to produce such documentation at NorthRiver's request. If a subcontractor does not meet NorthRiver's health and safety qualification criteria, Supplier shall obtain the prior written approval of NorthRiver before engaging the subcontractor to provide any Services and shall establish corrective actions and additional control measures for the subcontractor as appropriate for the intended work and obtain NorthRiver's prior written concurrence of such actions or measures.
- (d) Supplier shall be responsible for ensuring its employees, agents, subcontractors and suppliers at all times comply with all applicable occupational health and safety laws and regulations as well as any additional safety rules imposed by NorthRiver from time to time.
- (e) Supplier shall furnish evidence of compliance with Workers' Compensation legislation applicable at the Worksite(s), including provision of a "Clearance Letter" as requested by NorthRiver, confirming that Supplier's account is in good standing.

3.7.2 At NorthRiver's request, Supplier shall, in addition to 3.7.1:

- (a) develop, maintain and adhere to all safety precautions and programs as are required (i) to comply with all applicable laws, NorthRiver requirements and industry standards; and (ii) to prevent injury to persons, harm to the environment or damage to property on, about, or adjacent to the Worksite;
- (b) develop, maintain and adhere to a project-specific environment, health and safety plan for the Services. Such plan shall be subject to review and acceptance by NorthRiver;
- (c) ensure that all Supplier and subcontractor personnel have received all necessary training in respect of the matters covered by Sections 3.7.1 and 3.7.2. Training or implementation of additional environment, health and safety measures appropriate for the Services may be specified by NorthRiver. Upon request, Supplier shall provide NorthRiver with proof of worker training, competency or qualifications;
- (d) provide NorthRiver with such related health and safety statistics as NorthRiver may request from time to time during performance of the Services and upon completion thereof; and
- (e) immediately report to NorthRiver any incident or near miss involving Supplier personnel, the public, or property, arising from Supplier's performance of the Services.

3.7.3 Whenever Supplier has not complied with its obligations under this Agreement and creates, in the sole discretion of NorthRiver, a circumstance requiring immediate action to ensure the health and safety of persons present at any Worksite or health of the environment, NorthRiver may take or require Supplier to take such reasonable precautions, including stoppage of Services and investigation of the incident, required to remedy such circumstance. The taking of such action or actions by NorthRiver (or its failure to do so) shall not limit Supplier's liability or its obligations under this Agreement or under applicable laws. Supplier shall reimburse NorthRiver for all reasonable costs incurred by NorthRiver

in taking such precautions and any costs incurred by Supplier for such precautionary action and any subsequent remedial action shall be borne by Supplier.

- 3.7.4 NorthRiver reserves the right to require the Supplier to remove from any Worksite any personnel, whether of Supplier or any subcontractor or supplier, not properly observing or complying with the environment, health and safety requirements of this Agreement or any safety program or safety instructions given by, or on behalf of, NorthRiver.
- 3.7.5 Notwithstanding any other provision herein and notwithstanding any health and safety measures provided by NorthRiver, Supplier shall be solely responsible for the health and safety of personnel employed by it or its subcontractors as well as any other person at the Worksite(s) for any purpose relating to the Services. Supplier specifically acknowledges that any information regarding specific risks provided by NorthRiver to Supplier, whether contained in this Agreement or otherwise, is not intended to be exhaustive and shall not diminish Supplier's overarching obligations under this Section 3.7.
- 3.7.6 If required by NorthRiver, Supplier shall provide a dedicated and qualified health and safety professional to monitor performance of the Services.
- 3.7.7 Unless NorthRiver otherwise directs, Supplier and all subcontractors shall attend the following health and safety meetings:
- (a) pre-job orientation;
  - (b) an orientation prior to entering any Worksite;
  - (c) daily tailgate briefings; and
  - (d) such other meetings required by NorthRiver from time to time to review the status of the Services and Supplier's compliance with the requirements of this Agreement.

#### **4. TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASES OF GOODS AND SERVICES**

##### **4.1 Invoice Submission and Requirements**

- 4.1.1 One time per month, or as otherwise instructed by NorthRiver, Supplier shall submit to NorthRiver, using the email address identified on the Purchase Order, an invoice within 30 days after the end of each calendar month.
- 4.1.2 The Supplier agrees to prepare and submit documents and itemized invoices through third party software as required by NorthRiver and accepts any associated costs of such processes as a cost of doing business with NorthRiver.

##### **4.2 Payment Terms**

- 4.2.1 Unless otherwise stated in a Purchase Order, invoices in respect of the Goods shall be due and payable net 45 days after receipt by NorthRiver.
- 4.2.2 Unless otherwise stated in a Purchase Order, NorthRiver shall pay any portion of the amount set out in such invoices in respect of the Services not subject to withholding, deduction or set off within 30 days of receipt, provided the invoices show a complete statement of charges for Services billed net of any discounts received or given by Supplier

and provided that amounts disputed by NorthRiver in good faith may be held back from Supplier until resolution of the dispute.

4.2.3 Invoices shall only contain charges based on the fees indicated in the relevant Purchase Order and shall be accompanied with appropriate proof of signed delivery, applicable tickets, third party invoices and any other supporting documentation requested by NorthRiver, provided further that:

- (a) in the case of a lump sum price for the Services, no invoice shall exceed an amount that is proportionate to the Services performed during the period covered by such invoice. Invoices shall include such information as NorthRiver may require; and
- (b) in the case of hourly rates in respect of the Services, invoices shall, for the period covered by the invoice, include a statement of hours expended by each of Supplier's personnel at their applicable hourly rates, the dates upon which such hours were expended and a description of Services provided, together with such other information as NorthRiver may require.

4.2.4 Following delivery of Goods or the completion of any part of the Services, Supplier shall not be entitled to receive any payment on any invoice received by NorthRiver in respect of such part of delivery of Goods or completion of Services more than 90 days after delivery of the Goods or completion of the Services unless deferring payment based on milestone billing is agreed to by NorthRiver in the relevant Purchase Order.

### **4.3 Price**

4.3.1 No increases in the price or other charges shown or referred to in the relevant Purchase Order, including taxes or customs and excise duties, shall be payable by NorthRiver unless such increases are authorized in writing by NorthRiver as a Change Order.

4.3.2 No payment or acceptance of Goods or Services by NorthRiver hereunder shall constitute a waiver with respect to any provisions of this Agreement, nor shall anything herein contained be construed to limit any warranties or conditions implied by law.

4.3.3 If any error is discovered in an invoice rendered to NorthRiver, such error shall be adjusted within 30 days from the date of discovery of such error, provided however, that there shall be no adjustment made for any error discovered more than 24 months after receipt of an invoice by NorthRiver.

4.3.4 NorthRiver shall not reimburse the Supplier in respect of any costs, third party fees or other expenses incurred by the Supplier in the performance of this Agreement unless specifically agreed to by NorthRiver in this Agreement, including with respect to any standard industry training of Supplier's personnel or Worksite orientation.

### **4.4 Taxes and Rebates**

4.4.1 Unless otherwise specifically provided for in this Agreement, Supplier assumes exclusive liability for and shall pay to the appropriate government authority before delinquent, all sales, use, excise and other taxes, charges or contributions of any kind or with respect to or measured by the Goods or the Services supplied hereunder and Supplier shall indemnify NorthRiver against all liability and expenses incurred due to Supplier's failure to do so.

4.4.2 All taxes and duty rebates, remissions, exemptions or other such savings shall be for the account of NorthRiver and accordingly, shall reduce the price shown on the relevant

Purchase Order. In the event that NorthRiver has already paid the price shown on the relevant Purchase Order, Supplier shall pay all amounts received in respect of rebates, remissions, exemptions or other such savings to NorthRiver within 10 days of their receipt. Supplier shall apply promptly for all available rebates, remissions and exemptions in accordance with applicable laws.

#### **4.5 Withholding Tax**

- 4.5.1 The Supplier represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) ("**ITA**"). If Supplier cannot make such representation and warranty, then Supplier acknowledges that Services performed in Canada by Supplier may be subject to withholding taxes and that NorthRiver is required to withhold tax at the applicable rate from the payments made to the Supplier pursuant to this Agreement, in compliance with the applicable provisions of the ITA and the regulations thereunder, as may be amended from time to time. If Supplier successfully applies to the Canada Revenue Agency ("**CRA**") for a waiver of the withholding tax and delivers to NorthRiver a copy of the letter from the CRA granting such waiver, NorthRiver shall release the amount specified in the waiver to Supplier. When the total amount shown in the CRA letter has been released, NorthRiver shall recommence withholding the tax until the Supplier obtains and provides NorthRiver with written notice together with evidence to the satisfaction of NorthRiver that it has a valid tax exemption certificate issued by the CRA.
- 4.5.2 All Services performed in Canada by a non-resident shall be invoiced separately and noted as such on the invoice.

#### **4.6 Timely Performance**

- 4.6.1 Except in the case of an excusable event of force majeure under Section 4.16, Supplier shall deliver all Goods and perform and complete all Services in accordance with time schedules referred to on the relevant Purchase Order or otherwise agreed to by the Parties in writing.
- 4.6.2 If it is reasonably anticipated that Supplier may fail to deliver Goods or perform and complete all Services within the agreed upon time periods, whether as a result of an event of force majeure or not, Supplier shall take all steps necessary to expedite performance so as to prevent such failure. Except in the case of an excusable event of force majeure under Section 4.16, any additional costs resulting from such steps shall be borne by Supplier.

#### **4.7 Subcontractors**

- 4.7.1 Supplier shall not subcontract any part of this Agreement without the prior written approval of NorthRiver, which may be withheld in NorthRiver's sole discretion, and such approval shall not operate to relieve Supplier of any liability to NorthRiver under this Agreement.
- 4.7.2 If NorthRiver approves any Supplier as required by Section 4.7.1, then Supplier cannot change such subcontractor without NorthRiver's written permission, which may be withheld at NorthRiver's sole discretion.
- 4.7.3 Supplier shall enter into written contracts with permitted subcontractors that include provisions requiring them to perform in accordance with and subject to the terms and conditions of this Agreement. Supplier will ensure any such subcontractors or third parties meet or exceed the minimum qualifications and expectations required of NorthRiver contained within this Agreement.

4.7.4 Supplier shall be fully responsible to NorthRiver for all works, acts, omissions and defaults of any subcontractors as fully as if there were work, acts, omissions or defaults of Supplier.

#### **4.8 Entire Agreement and Amendments**

4.8.1 This Agreement constitutes the entire agreement between the Parties respecting the subject matter and supersedes and replaces all other prior agreements, whether written or oral, between the Parties respecting the subject matter.

4.8.2 This Agreement may be amended, modified or otherwise altered or its provisions waived only by a written amendment signed by both Parties.

4.8.3 Without limiting the generality of the foregoing, the quality, quantity and other specifications of the Goods or Services to be supplied hereunder shall not be changed from those referred to in this Agreement or otherwise agreed to by the Parties without NorthRiver's written authorization by way of a Change Order.

#### **4.9 Indemnities**

4.9.1 Supplier shall defend, indemnify and save NorthRiver harmless from and against any and all loss, liability or expense, including without limitation, reasonable legal fees, NorthRiver may suffer or incur by reason of:

- (a) any claim or suit, including, without limitation, any claim or suit for alleged infringement of any intellectual property, including any patent, industrial design, copyright or trademark, resulting from or arising in connection with the manufacture, sale, use or other disposition of any of the Goods or the provision of any of the Services hereunder;
- (b) any and all damage to or loss or destruction of any property, including without limitation, property of Supplier, any subcontractor or NorthRiver; or
- (c) personal injury to or death of any persons, including without limitation, employees of Supplier, any subcontractor or NorthRiver,

arising out of or in connection with any act, omission or default by Supplier or any subcontractor or employee of Supplier under this Agreement.

4.9.2 Notwithstanding the foregoing, neither Party shall be liable for any indirect, special or consequential damages arising out of or in connection with this Agreement howsoever caused or arising.

#### **4.10 Confidentiality**

4.10.1 Supplier shall not disclose to any third party any data, designs, drawings, specifications or other information, whether or not similar to the foregoing belonging to or supplied by or on behalf of NorthRiver (collectively, the "**Confidential Information**") without the prior written consent of NorthRiver. Supplier shall not use the Confidential Information for any purpose other than as necessary in connection with the performance of this Agreement. Upon completion of this Agreement or upon NorthRiver's earlier request, all Confidential Information, including any copies thereof, shall be returned to NorthRiver. Where NorthRiver's Confidential Information is furnished to Supplier's suppliers in connection with the performance of this Agreement, Supplier shall insert the substance of this provision in

its contracts with such suppliers and shall ensure compliance with such provision by its suppliers.

#### **4.11 Termination for Default**

4.11.1 Failure of Supplier to comply with any express or implied provision of this Agreement, or Supplier's insolvency, voluntary bankruptcy, receivership or assignment for the benefit of creditors shall entitle NorthRiver, without limiting any other rights or remedies NorthRiver may have, to terminate all or part of this Agreement without payment of any costs or expenses to Supplier. Upon such termination, NorthRiver shall be relieved of all further obligations hereunder.

4.11.2 Time is of the essence. If Supplier fails or it is reasonably anticipated that Supplier will fail to deliver the Goods or perform the Services to be supplied hereunder within the time periods specified herein or in accordance with the specifications hereunder, then NorthRiver may terminate this Agreement or any part thereof, without payment of any costs or expenses to Supplier.

#### **4.12 Termination for Convenience**

4.12.1 Without limiting NorthRiver's rights under Section 4.11 above, NorthRiver may, in its sole discretion, terminate this Agreement at any time, in whole or in part by written notice to Supplier. Upon receipt of such notice, Supplier shall immediately discontinue any Services or efforts in respect of provision of Goods being performed in connection with this Agreement except as directed by NorthRiver. Upon such termination, and subject to audit, NorthRiver shall reimburse Supplier for actual direct out-of-pocket costs incurred in connection with this Agreement to the effective date of termination and such other necessary and unavoidable termination costs as the Parties may mutually agree to, but in no event will NorthRiver be liable to Supplier for any loss of profits, loss of revenues or any other business or economic losses.

#### **4.13 Compliance with Laws and Policies**

4.13.1 Supplier shall comply with all applicable laws, regulations, by-laws, permits, approvals or other lawful requirements imposed or issued by any government authority. Supplier agrees to abide by and meet or exceed the minimum expectations as set out in NorthRiver's policies and procedures, which Supplier acknowledges having accessed, reviewed and understood. Supplier shall ensure that its employees, subcontractors and agents are made aware of and comply with the above laws, regulations, by-laws, permits, approvals, requirements, policies and procedures and shall furnish NorthRiver with such evidence of compliance as NorthRiver may request from time to time.

4.13.2 In recognition of the fact that NorthRiver is subject to certain United States and Canadian tax reporting requirements for specified payments to specified persons, Supplier shall immediately (a) provide any information in this regard requested by NorthRiver including residency, legal status, and location of provision of Goods or Services, and (b) fill out and return to NorthRiver or NorthRiver's designated agent any applicable United States tax forms. Failure to provide information or to fill out and return any forms required hereunder may result in a withholding of applicable taxes from any future payments made to Supplier and termination of this Agreement without further notice. Notwithstanding Supplier's compliance with the foregoing, withholding will be applied to any invoice if NorthRiver is directed to make such withholding by Canadian or US tax authorities.



#### **4.14 Independent Contractor**

- 4.14.1 The Parties acknowledge and agree that Supplier is an independent contractor and nothing contained in this Agreement or otherwise nor any past relationships or course of dealings between the Parties shall be construed as constituting a joint venture or partnership or establishing a relationship of principal and agent, master and servant, or employer and employee. Supplier shall be solely responsible for the performance of the Services and such Services shall be performed by Supplier according to its own methods and at its own risk, subject only to compliance with the provisions of this Agreement.
- 4.14.2 Supplier, in keeping with its independent status, shall cause itself and any of its employees when applicable, to be registered with the appropriate government agencies for the purpose of Workers' Compensation, Employment Insurance, Canada Pension Plan and Income Tax.

#### **4.15 Right to Set-Off**

- 4.15.1 NorthRiver shall be always entitled to set-off against any amount due or owing to Supplier under this Agreement, such amounts that, in the opinion of NorthRiver, are sufficient to:
- (a) cover any account owing from Supplier to NorthRiver or to any of its affiliated companies, or
  - (b) protect NorthRiver from any defects or deficiencies in the Goods supplied or Services performed or any other failures by Supplier to comply with the requirements of this Agreement.
- 4.15.2 NorthRiver shall further have the right, but not the duty, to withhold any monies payable by it hereunder and apply same to the payment of any obligations of Supplier to NorthRiver or any other parties arising in connection with this Agreement.

#### **4.16 Force Majeure**

- 4.16.1 Neither Party shall be liable for damages arising or incurred during the time and to the extent that such Party is prevented or delayed from complying with its obligations hereunder in whole or in part by any cause except financial, beyond the reasonable control of the Party affected and which by the exercise of due diligence such Party is unable to prevent or overcome, including but not limited to strikes, work stoppages or lockouts that are not specific to Supplier's personnel, acts of God, epidemics or pandemics, war, laws, orders or regulations of governmental bodies or agencies or unavoidable accidents.
- 4.16.2 Nothing herein contained shall be deemed to impose upon any Party hereto any obligation to settle any labour dispute on terms which, in the sole discretion of the Party affected, acting reasonably, are not in the best interests of such Party.
- 4.16.3 Any Party failing or delaying in the performance of its obligations hereunder due to any cause aforesaid shall, within 48 hours of discovering such cause, give the other Party notice in writing of such cause or causes and the consequences thereof, including a reasonable estimate of the anticipated delay in performance, and it shall use, to the best of its ability, reasonable diligence to remedy the same. Notwithstanding the foregoing, NorthRiver may terminate this Agreement pursuant to Section 4.12 herein in the event of such delay or anticipated delay in performance.

- 4.16.4 For greater clarity, Supplier shall not be permitted to rely on this provision as a result of any act, omission or failure of any vendor, supplier or subcontractor of Supplier or any other third party, unless such act, omission or failure is caused by an event which would itself be excused under this provision if occurring directly to Supplier.
- 4.16.5 The Party relying upon an event of force majeure bears the onus to prove that such an event is beyond the control of the Party and could not have been prevented or overcome by the exercise by that Party of commercially reasonable efforts.

#### **4.17 Liens**

- 4.17.1 Supplier shall keep NorthRiver's premises free and clear of any and all liens, charges and encumbrances arising in connection with the performance of this Agreement.
- 4.17.2 NorthRiver may withhold a lien holdback from the price agreed to be paid to Supplier for the purpose, in the manner, in the amount and for the time provided under all applicable laws, rules and regulations. In the event that any lien, charge or encumbrance is filed against NorthRiver's premises in connection with this Agreement or any claim shall exist in connection with this Agreement which may form the basis for any lien, charge or encumbrance against NorthRiver's premises, Supplier shall at its sole cost take such steps as are necessary to immediately discharge the lien, charge or encumbrance. If such lien, charge or encumbrance has not been discharged within 48 hours' notice from NorthRiver, NorthRiver may in its sole discretion take such steps as it deems necessary to discharge such lien, charge or encumbrance, including withholding amounts payable under this Agreement. Supplier shall be liable for and shall indemnify and save NorthRiver harmless from any and all costs and expenses (including legal fees) and other liabilities arising from such lien, charge or encumbrance.

#### **4.18 Drawings and Specifications**

- 4.18.1 All drawings, blueprints, specifications, dies, patterns and tools (the "**Drawings and Specifications**"), whether supplied by NorthRiver or prepared or constructed by Supplier as required for the completion of this Agreement, or for repair, replacement or re-performance pursuant to the warranty provisions hereunder, and any other work product generated or provided by Supplier, during the course of, or in connection with, the provision of Goods and/or Services hereunder, shall be the property of NorthRiver.
- 4.18.2 Title to any newly created or modified Drawings and Specifications and other work product will pass to NorthRiver as such Drawings and Specifications or work product, as applicable, are amended or created in connection with this Agreement. At any time NorthRiver holds the right to request the release of all native electronic files of Drawings and Specifications and work product in whatever format (including but not limited to CAD and Excel) together with all referenced associated files as is, regardless of completion or issued stage and status.

#### **4.19 Law**

- 4.19.1 This Agreement is governed by, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law rules. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

#### **4.20 NorthRiver's Rights**

- 4.20.1 Supplier agrees that any right, cause of action or remedy under the warranties or undertakings assumed or imposed upon Supplier under this Agreement shall extend without exception to any company affiliated with NorthRiver on whose behalf this Agreement is issued by NorthRiver.
- 4.20.2 All rights and remedies provided in favour of NorthRiver hereunder are in addition to and without prejudice to any other rights and remedies to which NorthRiver may lawfully be entitled, including without limitation, under and by virtue of the provisions of the *Sale of Goods Act* (Alberta), as amended from time to time.
- 4.20.3 The failure of NorthRiver to insist upon strict performance by Supplier of any of the terms and conditions of this Agreement shall not constitute a waiver of any rights or remedies that NorthRiver may have at law or in equity in respect thereof and shall not be deemed a waiver of any subsequent default by Supplier.

#### **4.21 NorthRiver's Right to Audit**

- 4.21.1 NorthRiver and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement (the "**Records**") kept by or under the control of the Supplier, including, but not limited to those kept by the Supplier, its employees, agents, assigns, successors, and subcontractors.
- 4.21.2 Supplier shall ensure NorthRiver has the rights set out in Section 4.21.1 with Supplier's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Supplier's obligations to NorthRiver.
- 4.21.3 If an audit identifies overpricing or overcharges (of any nature) by the Supplier to NorthRiver in excess of 3% of any total invoice amount covered by the audit period, or if the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Supplier shall reimburse NorthRiver for the total costs of the audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Supplier's invoices and/or records shall be made within 90 days from presentation of NorthRiver's findings to Supplier.
- 4.21.4 Supplier shall cooperate fully with NorthRiver and/or its representatives in the carrying out of any audit required by NorthRiver.

#### **4.22 Supplier's Records and Storage of Documents**

- 4.22.1 Supplier shall establish and maintain a reasonable accounting system that enables NorthRiver to readily identify Supplier's assets, expenses, costs of goods, and use of funds in relation to the performance of this Agreement.
- 4.22.2 Supplier shall, at all times during the term of this Agreement, maintain such Records, together with such supporting or underlying documents and materials. The Supplier shall at any time requested by NorthRiver, whether during or after completion of this Agreement, and at Supplier's own expense promptly make such Records available for inspection and audit (including copies and extracts of Records as required) by NorthRiver. Such Records

shall be made available to NorthRiver during normal business hours at the Supplier's office or place of business with three days' prior written notice. In the event that no such location is available, then the financial Records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for NorthRiver.

4.22.3 The Supplier shall, at no cost to NorthRiver, keep at its usual place of business, and cause its subcontractors (if any) to keep at their usual place of business, at all times during the term of this Agreement, accurate, complete and detailed books, accounts, records and other documentation in respect of the Goods and Services which are necessary to substantiate and verify all amounts charged to NorthRiver pursuant to this Agreement.

#### **4.23 Retention of Documentation**

4.23.1 The Parties shall keep all documentation related to this Agreement which should be in its possession for a period of not less than five years after termination of this Agreement, or longer if required by applicable laws. If any such documentation is or may be required to resolve any claim or dispute in relation to this Agreement, the period of retention and the right to audit will continue until final disposition of such claim or dispute.

4.23.2 By agreement, Supplier will require all its subcontractors, insurance agents and material suppliers to comply with the provisions of this Section 4.23 and Section 4.22. To the extent Records are not maintained by Supplier, Supplier shall cooperate fully and shall cause all Supplier personnel to cooperate fully in furnishing, or making available, Records to NorthRiver.

#### **4.24 Miscellaneous**

4.24.1 The headings contained herein are provided for convenience only and are not to be considered when interpreting or construing this Agreement.

4.24.2 All monetary amounts refer to Canadian dollars unless otherwise specifically stated to the contrary in a Purchase Order.

4.24.3 Supplier shall not assign, sell, transfer or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of NorthRiver, which may be withheld at NorthRiver's sole discretion. NorthRiver may, without the consent of the Supplier, assign all or part of its rights, title and interest in this Agreement, provided however that NorthRiver shall provide written notice of such assignment to Supplier.

4.24.4 Each notice, statement and invoice to be given pursuant to this Agreement shall be in writing and shall be sent to the address, email address, or facsimile number for NorthRiver and Supplier noted on the relevant Purchase Order. Notices, statements and invoices sent by mail shall be deemed to have been received five days following the mailing thereof and those sent by facsimile, email or courier shall be deemed to have been received on the first business day following the day on which they were sent.

4.24.5 Supplier's written acceptance (or electronic acceptance within NorthRiver's third party invoicing module) of the relevant Purchase Order, or the shipment of any of the Goods or the commencement of any Services to be supplied hereunder shall constitute acceptance of this Agreement.

4.24.6 Supplier shall not use NorthRiver's, or those of its affiliates, names, logos, trade names, trademarks or copyrights, or the fact that Supplier is performing Services or supplying



- Goods for NorthRiver or its affiliates, in any press release, media statement, advertisement or other public communications or otherwise publicize this Agreement without the prior written consent of NorthRiver, which consent may be withheld by NorthRiver in its sole discretion.
- 4.24.7 Except as provided in Section 2.1.1 above, in the event of any conflict or inconsistency between these terms and conditions and the relevant Purchase Order, the relevant Purchase Order shall govern.
- 4.24.8 Any direction given by NorthRiver with respect to the performance of the Services or any review, inspection or approval by NorthRiver with respect to any Services or any Goods shall not relieve Supplier from its responsibilities, obligations or liabilities under this Agreement.