

PURCHASE ORDER – GENERAL TERMS AND CONDITIONS

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Upon the issuance by Company of the Purchase Order, such Purchase Order shall become effective and binding upon the Parties upon the earlier of: (i) commencement of the Work; (ii) receipt by Company of an acknowledgement email from Contractor of its acceptance of the Purchase Order; or (iii) Delivery.

1. **Definitions and Interpretation**

1.1 **Definitions.** The following capitalized terms, wherever used in the Purchase Order and any documents prepared pursuant thereto, mean:

"Affiliate" means any Person that, directly or indirectly, controls, or is controlled by, or under common control with, another Person. For purposes of this definition, "control" (including the term "controlled by"), as used with respect to any Person, means the power to direct or cause the direction of management and policies of such Person directly, or indirectly, whether through ownership of outstanding shares having voting rights, by contract or otherwise. For certainty, (i) direct or indirect ownership of more than 50% of the outstanding shares having voting rights of a Person shall be deemed to be control of such Person, and (ii) in respect of Company, "Affiliates" is deemed to include the partnerships and joint ventures (incorporated or otherwise) of Company or any of its Affiliates;

"Applicable Laws" means all applicable laws, by-laws, rules, regulations, ordinances, codes, orders, decrees, judgments, rulings, awards or directives of or made by any and all legislative, regulatory, administrative, judicial or other public authorities or agencies of competent jurisdiction whatsoever, including all applicable principals of common law and equity;

"Company" means: (i) Pembina Pipeline Corporation; or (ii) the specific Pembina Pipeline Corporation Affiliate issuing the Purchase Order, as the case may be;

"Completion" means that the Work has been fully completed in accordance with the Purchase Order and accepted by Company;

"Confidential Information" means any and all data, information and other material, including, but not limited to, engineering reports or data, financial positions, assets, operations, business plans, marketing information, deal structures, technical studies, projections and market research or capital and operating costs which is acquired (or prepared) by Contractor, whether before or after the date of the Purchase Order, in the performance of the Work, or by virtue of the relationship between the Parties created by the Purchase Order. Confidential Information may be in any form, including but not limited to paper, electronic or verbal form, and includes computer programs, diagrams, drawings and sketches. For greater certainty, Confidential Information includes results of negotiations, notes, summaries, analyses, or other materials derived from the inspection or evaluation of the Confidential Information;

"Contaminant" means any substance, pollutant, hazardous waste, toxic material, waste and/or special waste defined as or considered to be contaminants, pollutants, hazardous, toxic or a threat to public, occupational or industrial health or safety or to the environment under any Applicable Law;

"Contractor" means the party named in the Purchase Order as the supplier of the Work to Company;

"Contractor Parties" means each of Contractor and its Personnel;

"Delivery" means the delivery of the Goods to the location specified in Section 3.1(d) and "Deliver" or "Delivered" shall have the same meaning;

"Force Majeure" means any one or more of the following events, to the extent that such events are beyond the reasonable control of the Party claiming Force Majeure:

- a) an act of God;
- b) an act of war, revolution, insurrection, riot, blockade, or any other unlawful act against public order or authority;
- c) strike, lockout or other industrial disturbance;
- d) storm, fire, flood, explosion, earthquake, lightning, landslide or washout;
- e) breakages of or accident to machinery, facilities, equipment or lines of pipe;
- f) a governmental restraint;
- g) inability to obtain materials or equipment;
- h) inability to obtain permits, licences, orders, certificates or other authorizations;
- i) orders of any court, commission, board or other authority having jurisdiction;
- j) the necessity of making repairs to or alterations of machinery, facilities, equipment or lines of pipe;
- k) any act or omission by a third party which is excused by an event or occurrence of the character herein defined as constituting Force Majeure;
- l) any act or omission by a third party not controlled by the Party claiming suspension of its obligations hereunder; and
- m) any other event (whether or not of the kind enumerated in items a) to l) above which is not reasonably within the control of the Party hereto claiming suspension of its obligations hereunder due to Force Majeure.



"General Terms and Conditions" means this document entitled "Purchase Order—General Terms and Conditions";

"Good Industry Practice" means those good, sound and professional practices, methods and acts engaged in or approved by a significant proportion of the industry in the province in which the Work is performed, which is involved in performing work and providing services similar to the Work, or any other practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Laws, reliability, safety and expediency;

"Goods" means all goods, materials, supplies, machinery or equipment to be supplied by Contractor in accordance with the Purchase Order;

"Party" or **"Parties"** means Company and Contractor;

"Payment Legislation" means, to the extent the Work is subject to such legislation, the *Prompt Payment and Construction Lien Act* (Alberta) together with the regulations related thereto, each of which as amended from time to time, or such equivalent legislation in the jurisdiction of the Work Site, as may be in effect from time to time in Alberta or any other Canadian province where the Work Site is located;

"Proper Invoice" means any invoice that meets the requirements of: (i) the Payment Legislation; (ii) Company's instructions available at <https://www.pembina.com/operations/suppliers/> as may be updated from time to time; and (iii) any additional specifications set forth in the Purchase Order;

"Person" includes an individual, a partnership, a corporation, a company, a trust, an unincorporated organization, a union, a government or any department or agency thereof;

"Personnel" means, in relation to any Person, the employees, officers, directors, consultants, agents of such Person and, in the case of Contractor, includes Contractor's subcontractors and such subcontractors' employees, officers, directors, consultants and agents engaged in the supply of Goods and/or performance of Services;

"Purchase Order" means the written purchase order cover page, together with any attachments thereto, and these General Terms and Conditions;

"Records" means the books, statements, original invoices, source files, logs and documentation, records and accounts of Contractor or a Contractor Party relating to the Purchase Order and the performance of the Work, including but not limited to compliance with the Contract Documents and Applicable Laws, whether in paper or electronic form;

"Required Approvals" means such consents, permits, authorizations and approvals as are required to be obtained from any Person pursuant to Applicable Law to complete the Work in accordance with the provisions of the Purchase Order;

"Security Incident" means any unauthorized access, use, disclosure, alteration, destruction, or compromise of Company data, systems, or networks, including but not limited to: (i) unauthorized access by an external or internal party; (ii) any breach resulting in data exfiltration, malware deployment, or service disruptions; and (iii) any incident requiring legal, regulatory, or customer notification;

"Services" means all labour, equipment and services to be supplied by Contractor in accordance with the Purchase Order;

"Term" means the time period commencing on the date of issuance stated in the Purchase Order and terminating on the earlier of the following:

- a) Completion; or
- b) termination of the Purchase Order in accordance with Section 14.

"Vendor Management System" means ISNetworld vendor management system, or such other vendor management system utilized by Company from time to time in order to on-board contractors;

"Work" means the providing of any Goods and/or the performance of all Services;

"Work Product" means all materials, information, reports, data, analyses, research, or other works or any other work product, in whatever form or medium, to be produced by Contractor in the course of performing the Work, subject to Section 16.2; and

"Work Site" means the site where the Work is to be performed.

1.2 **Interpretation.** The interpretation of the documents comprising the Purchase Order shall be governed by the following rules:

- (a) capitalized words and phrases as used in the Purchase Order have the meanings assigned to them by the Purchase Order;
- (b) the words "hereto", "hereby", "herein", "hereunder" and similar expressions (unless the context otherwise requires) refers to the Purchase Order and not any particular article, section, paragraph or other subdivision of the Purchase Order;
- (c) the words "includes", "including" and similar references are intended to be all inclusive without limitation or restriction; and



- (d) unless the context otherwise requires, any term used in the Purchase Order which imports the singular, or the plural shall include both the singular and the plural, and any term used in the Purchase Order referring to any particular gender shall include both genders.

1.3 **Document Precedence.** In the event of any ambiguity, conflict or inconsistency among or between the documents comprising the Purchase Order, such documents shall be construed in the following order of precedence such that the first mentioned document below shall prevail:

- (a) these General Terms and Conditions;
- (b) the written purchase order cover page; and
- (c) any attachments thereto.

Company's execution of Contractor's documentation, including but not limited to field tickets, receipts, acknowledgements and terms of services, shall not amend or modify the Purchase Order in any way, nor shall it relieve Contractor of any of its obligations herein.

2. **Retainer and Performance of the Work**

2.1 **Work.** Contractor shall perform the Work in accordance with the Purchase Order.

2.2 **Permits.** Unless otherwise stated in the Purchase Order, Contractor shall, without additional compensation, obtain and maintain all permits, licenses and other authorizations required to authorize the performance of the Work and shall strictly comply with the same. Contractor shall, upon Company's request, provide to Company evidence of such permits, licenses or authorizations.

2.3 **Subcontractors.** Contractor may subcontract part or parts of the Work, subject to the prior written approval of Company, which approval may be withheld at Company's sole discretion. Contractor shall be liable for any acts, omissions, defaults, or negligence by its subcontractors in the performance of the Work. Notwithstanding any approval given by Company for the use by Contractor of a subcontractor, if in the opinion of Company any event occurs or circumstance arises in relation to such subcontractor that would, if it occurred or arose with respect to Contractor, entitle Company to terminate the rights of Contractor pursuant to the Purchase Order, Company may require Contractor to discharge the subcontractor and to cancel and terminate its contract with the subcontractor, all without liability to Company. Section 2.6 shall apply in the event of any delay resulting from any discharge, cancellation or termination made pursuant to this Section 2.3.

2.4 **Inspection of Third-Party Work.** If any Work is dependent upon the quality and/or completeness of work performed by others (other than Contractor Parties), Contractor shall inspect such other work and promptly report to Company any defects therein which render such work unsuitable for the proper execution of the Work under the Purchase Order. Failure to make such inspections or to report any such defects to Company shall constitute Contractor's acceptance of such other work as suitable in respect of the performance of the Work; provided however that Contractor shall not be responsible for defects which could not have reasonably been detected.

2.5 **Work Site.** Any failure by Contractor to discover matters which can be reasonably detected, and which affect or could affect the Work shall not relieve Contractor from its obligations under the Purchase Order. Specifically, Contractor accepts the Work Site and acknowledges that it has investigated and satisfied itself as to:

- (a) the nature of the Work;
- (b) the location of, and all conditions relating to, the Work Site, including, but not limited to, accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions;
- (c) general character, quality, quantity and availability of equipment and materials required to execute and complete the Work;
- (d) all environmental risks, conditions, Applicable Laws and restrictions applicable to Contractor, or the Work, that might affect the Work; and
- (e) all conditions affecting labour, including, but not limited to, availability, productivity and administrative practices, including those relating to safety, prevailing at the Work Site or applicable to the Work.

2.6 **Delays.** Contractor acknowledges that time shall be of the essence for the performance and/or provision of all Work. Contractor shall provide written notice if, at any time, Contractor believes it will be unable to perform the Work in accordance with the time periods specified in the Purchase Order. Such written notice shall be promptly provided to Company, but no later than five (5) calendar days after Contractor becomes aware of such delay. Company shall have the right, at any time, to request Contractor to take action, such as to reallocate resources, to work overtime or extra shifts, or to provide such additional labour, equipment, or material or cooperate with a third party, such that Contractor's perform of the Work is accelerated. If such actions are required due to Contractor-caused delay in the performance of the Work, all costs and expenses to the extent related thereto shall be for Contractor's account.

3. **Packing, Shipping, Risk of Loss and Title of Goods**

3.1 **Packing and Shipping.** The provision of Goods, if any, shall be subject to the following conditions:



- (a) Contractor shall comply with all Applicable Laws and Good Industry Practice for similar goods regarding the safe and proper handling, packing, transportation, cartage, delivery, use or mode of employment of the Goods;
 - (b) packing slips shall be placed in each shipment and no packing or cartage charge shall be allowed except when specifically agreed upon in writing;
 - (c) Contractor shall provide Company with all relevant information concerning the safe and proper mode of employment, handling, use and implementation of the Goods, and Company shall have the full right to duplicate and use such information, for any purpose Company deems appropriate, including the purchase and repair of replacement parts;
 - (d) Goods shall arrive at the location and on the date stipulated by Company; and
 - (e) Contractor shall and shall cause its Personnel to comply with any other packing and shipping requirements as may be specified in the Purchase Order.
- 3.2 **Title.** Company's title to Goods shall be free and clear of all liens, claims, charges, security interests and encumbrances whatsoever upon the occurrence of the transfer of title pursuant to Section 3.3.
- 3.3 **Title Transfer.** Title to the Goods or part thereof, shall be vested in Company when the first of the following events occurs:
- (a) the Goods, or part thereof, are first identifiable as being appropriated to the Purchase Order;
 - (b) Company pays for the Goods, or part thereof;
 - (c) the Goods, or part thereof, are Delivered to the location specified for Delivery by Company; or
 - (d) the Goods, or part thereof, are incorporated into a Company facility.
- 3.4 **Risks of Loss, Damage or Destruction.** Contractor shall be fully responsible and bear all risk for the loss, damage or destruction of the Work or any part thereof, including any work in progress, and of any Goods to be incorporated within or used in the Work until the Work is completed to Company's full and complete satisfaction. Contractor shall promptly replace all Goods so lost, damaged or destroyed at its sole risk and expense.
- 3.5 **Acceptance of Goods.** Company is under no obligation to accept any Goods that do not comply with any provision of the Purchase Order. Acceptance of title to and risk of loss by Company shall not prejudice any rights Company has hereunder or under Applicable Laws in respect of defective Work, regardless of any receipt executed by Company.
4. **Changes**
- 4.1 **Change.** Either Party may at any time, in writing, request any changes to the Purchase Order, which changes may be accepted or rejected at the sole discretion of the receiving Party, and formalized in a change order.
5. **Work Safety and Environmental Matters**
- 5.1 **General.** Contractor shall be solely responsible for the safety of all Contractor Parties.
- 5.2 **Safety Requirements.** Contractor and all Contractor Parties shall at all times perform Work in a safe and competent manner, in compliance with Good Industry Practice and all Applicable Laws relating to worker, occupational or industrial health and safety. Further, Contractor and all Contractor Parties shall strictly comply with all Company policies and requirements relating to health, safety and the environment identified by Company through the Vendor Management System, including, but not limited to, Company's safety management system and any applicable emergency or security plans.
- 5.3 **Minimum Interference.** Contractor and Contractor Parties shall perform all Work in such manner as to cause a minimum of interference with Company's operations and the operations of other contractors on the Work Site. Upon Completion, Contractor shall leave the Work Site clean and free of all tools, equipment, waste materials and rubbish.
- 5.4 **Meetings.** Pre-job and daily meetings shall be conducted by Contractor with Contractor Parties to review the Work, all applicable Company safety programs and any approved changes to operational, safety, security or environmental procedures.
- 5.5 **Safety Equipment.** Contractor shall provide all safety equipment required for performing and/or providing the Work.
- 5.6 **Use of Company Property.** If any Work involves Contractor or Contractor Parties using any of the equipment, materials, tools or other property of Company, Contractor shall be responsible for and shall ensure that there is proper supervision of such use, and that all such equipment, machinery, materials or other property is used properly, for the intended purpose and to ensure that the same is in proper and serviceable condition. Contractor shall promptly report any damage, shortage or defect that Contractor discovers in any equipment, materials, tools or other property of Company and Company shall remedy the damage, shortage or defect. If Contractor fails to report any such damage, shortfall or defect within five (5) days of receipt, Contractor shall be deemed to have accepted the conditions of such equipment, materials, tools or other property of Company and waives any right to additional compensation or an extension of time related thereto.
- 5.7 **Environmental Damage and Waste Handling.** Contractor shall ensure that no damage to the environment or the areas surrounding the Work Site results from any of the Work. Without limitation, Contractor shall ensure that all Contaminants are stored, handled, transported and disposed of in compliance with all Applicable Laws.



- 5.8 **Hazardous Materials.** All Work shall comply with the Workplace Hazardous Materials Information System Legislation or similar legislation established by the Applicable Laws of the jurisdiction in which the Work is performed and/or provided. No controlled products under such legislation that are extraordinary to those in use by Company shall be used in connection with any Work unless Contractor has first supplied Company with safety data sheets for such products and which have been approved by Company. Contractor shall be specifically responsible for ensuring that all Contractor Parties are familiar with and have received appropriate training as required by any such legislation.
- 5.9 **Prime Contractor.** Contractor agrees to comply, and shall cause the Contractor Parties to comply, with any instructions and directions of the "prime contractor" at the Work Site pursuant to the *Occupational Health and Safety Act*, as amended, as applicable to the Work.
6. **Access and Security**
- 6.1 **Site Access.** Company shall be responsible at its cost and expense for obtaining all rights of ingress and egress to any site at which the Work is to be provided and/or performed. If, in order to gain access to or return from any such site, it is necessary to repair a roadbed or to provide special means of transportation for the vehicles, equipment or Personnel of Contractor, such services will be arranged for by and at the cost of Company except to the extent caused by Contractor's negligence, gross negligence or wilful misconduct.
- 6.2 **Denial of Access.** Company may, in its sole discretion, deny access to the Work Site to any of Contractor's Personnel, or direct Contractor to reassign, replace or remove any such Personnel. In the event any such Personnel is reassigned, replaced or removed, Contractor shall promptly replace such Personnel with another who is fully competent and skilled to perform such Personnel's duties.
7. **Inspections and Tests**
- 7.1 **Company's Right to Inspect and Test.** Company reserves the right to make all such inspections and tests at any location to determine that all Work is being properly performed and/or provided in accordance with the requirements of the Purchase Order, provided however, Company's failure to invoke such right shall not in any way limit Contractor's obligations to perform and/or provide all Work in accordance with the Purchase Order.
- 7.2 **Rectification.** Any deficiencies in the Work detected by Company shall be promptly reported to Contractor and rectified by Contractor as soon as reasonably practical.
8. **Invoicing and Payments**
- 8.1 **Invoicing Frequency.** Unless otherwise specified in the Purchase Order or Payment Legislation, Contractor shall submit Proper Invoices for all Work performed and/or provided at the close of each calendar month. Invoices shall be submitted by email at accountspayable@pembina.com, or by mail at the address specified in the Purchase Order.
- 8.2 **Payment Term.** Except as expressly provided hereunder, Proper Invoices shall be payable within thirty (30) days after receipt, or such period of time as may be required under the applicable Payment Legislation.
- 8.3 **Invoicing Instructions.** Each invoice shall:
- (a) state whether billing is "partial" or "final";
 - (b) be accompanied by such certifications and documentation as Company may reasonably request;
 - (c) identify the rate(s) applied to the Work performed, which rate(s) must be consistent with those expressly agreed to by Company in accordance with the Purchase Order;
 - (d) fully describe the Work performed; and
 - (e) include the following:
 - (i) the Purchase Order number;
 - (ii) names and titles of Persons performing and/or providing the Work;
 - (iii) the dates and hours on which such Persons performed and/or provided the Work;
 - (iv) descriptions and quantities of Goods furnished and/or utilized in the Work;
 - (v) the dates, hours and description of equipment or machinery used in providing and/or performing the Work, together with the names, dates and hours of the operators of such equipment or machinery;
 - (vi) sales taxes, customs, duties and shipping charges, shown separately on each invoice;
 - (vii) any information specified in the Purchase Order;
 - (viii) any other information reasonably requested by Company; and
 - (ix) if applicable, any other information and/or documentation as may be required to constitute a Proper Invoice.
- 8.4 **Disputed Amount.** If the terms of any invoice do not conform with the Purchase Order or Company disputes any invoice in whole or in part, Company shall promptly notify Contractor of the dispute and shall only be liable for payment of the undisputed portion of the invoice. Company and Contractor shall endeavour to settle and adjust any disputed amounts



forthwith. In the case of an error in calculation or typing of any invoice, the price accepted in the Purchase Order shall be used as the basis for correcting the applicable invoice.

8.5 **Set-off.** Company shall have the right to: (i) set-off payments due to Contractor under the Purchase Order against any amounts due to Company from Contractor under any invoice or any other transaction; and (ii) where required to do so pursuant to the Payment Legislation, holdback any portion of any invoice in accordance therewith.

8.6 **Subcontractor Charges.** Should Contractor, pursuant to the Work, be requested to purchase for Company any equipment, machinery, materials or supplies, Company agrees to pay Contractor as provided for in the Purchase Order for the cost of such items, less any cash discounts to which Contractor may be entitled, plus third party handling charges to the extent expressly set forth in the Purchase Order. In such case, Contractor agrees to furnish Company with copies of all supplier, vendor or other third-party invoices covering such items and copies of all warranties, indemnities and contractual assurances given with respect thereto. Notwithstanding the foregoing, Contractor shall request all such suppliers, vendors or third parties to invoice Company directly for any such equipment, machinery, materials or supplies whenever possible.

8.7 **Rights of Parties.** The submission by Contractor of any invoice and the payment by Company on account of any invoice shall not prevent Contractor or Company from making a claim or prejudice their respective rights to recover any amounts to which they are entitled.

9. **Independent Contractor**

9.1 **Independent Contractor.** Contractor shall be an independent contractor in performing its obligations under the Purchase Order. The Purchase Order does not create any agency, partnership, joint venture or other joint relationship between the Parties. Contractor shall be solely responsible for the manner in which the Work is performed. All Contractor Parties shall be under the complete control of Contractor and shall not be deemed to be agents, employees, representatives or subcontractors of Company, and nothing contained in the Purchase Order shall be construed to create any contractual relationship between Company and Contractor Party.

10. **Contractor's Warranties**

10.1 **Contractor's Warranties - General.** Contractor represents and warrants that:

- (a) Work will be performed in an efficient, expeditious, skilful, professional and safe manner in accordance with Good Industry Practice, all Required Approvals, all Applicable Laws and the Purchase Order; and
- (b) Contractor shall provide all labour and skills and all equipment, machinery, materials, supplies and Personnel as is necessary for the performance of the Work and shall use professional skill, expertise, diligence and care to ensure that all Work is scheduled and completed to the reasonable satisfaction of Company.

10.2 **Contractor's Warranties – Goods and Services.**

10.2.1 Contractor further warrants that the Goods and Services supplied in relation to the Work:

- (a) are of the kind and quality specified in the Purchase Order;
- (b) that they strictly conform to any descriptions, samples and models furnished by Contractor (if any) and to all Company specifications and standards specified in the Purchase Order; and
- (c) shall be free from errors, omissions and deficiencies in materials and workmanship and in any design or engineering furnished by Contractor.

10.2.2 Specifically to Contractor supplied Goods, Contractor further warrants that:

- (a) unless otherwise specified, all Goods are new and have not been previously used;
- (b) Contractor is the lawful owner of the Goods and has the legal right to convey and transfer the title to the Goods;
- (c) Contractor shall deliver title to the Goods free and clear of any defects in the title or any claims, liens, restrictions, reservations, security interests, charges or encumbrances whatsoever or howsoever thereon; and
- (d) any Goods supplied as part of the Work are fit for their intended purpose specified by Company in the Purchase Order, or if not specified in the Purchase Order, fit for their ordinary intended purpose.

10.3 **Deficient and Defective Goods.** If any Goods provided are not in accordance with the provisions of the Purchase Order, including any specifications provided by Company pertaining to timing, quality, quantity and Delivery, Company may at any time: (i) cancel all or any part of the Purchase Order and return the Goods to Contractor at Contractor's sole risk and expense, or (ii) require Contractor to replace or repair the Goods at Contractor's sole risk and expense; provided that Company, in its sole discretion, may remedy the defects and damage or perform any additional Work itself or through another contractor and may charge any such costs to Contractor. Upon request of Company, Contractor shall refund to Company any money paid for returned Goods or credit such amounts to Company's account within thirty (30) days or within any other mutually agreed upon time period.

10.4 **Deficient and Defective Services.** If any Services are not performed in accordance with the provisions of the Purchase Order, including any specifications provided by Company, Company may immediately suspend or cancel all or any part of the Purchase Order and the Services, and Contractor shall, upon Company's request and at Contractor's sole risk and expense, re-perform all or a portion of the Services or perform any additional Services required to remedy any defects and damage contained within or affecting the Work, to the satisfaction of Company; provided that Company, in its sole discretion,



may remedy the defects and damage or perform any additional Work itself or through another contractor and may charge any such costs to Contractor.

- 10.5 **Warranty Obligations.** No payment, acceptance, use or occupancy in respect of the Work shall relieve Contractor from any obligations pertaining to the Work not in compliance with the Purchase Order.
- 10.6 **Warranty Period.** Unless otherwise agreed to in writing, Contractor agrees that all warranties hereunder shall continue in full force and effect, notwithstanding termination of the Purchase Order, for a period of eighteen (18) months from Completion.
- 10.7 **Warranty Period Extension.** Unless otherwise agreed to in writing, any Goods or Services repaired, replaced or re-performed under the warranty contained in the Purchase Order shall be warranted for an additional twelve (12) months from the date of such repair, replacement or re-performance. The original warranty for the Goods or Services will be extended by the time such Goods or Services cannot be used or are delayed due to such repairs, replacements or re-performance. Contractor shall bear all costs including removal, labour, and delivery costs from and to the Work Site for assembly and disassembly, repair, replacement or re-performance of Goods or Services under the warranty provisions.
- 10.8 **Longer Warranty Period.** Notwithstanding Sections 10.6 and 10.7, if Contractor's standard warranty period is for a longer time period than the warranty set out herein, then such warranty period shall apply.
- 10.9 **Warranties Provided by Subcontractors.** Contractor shall, for the benefit of Company, demand from all vendors from which Contractor procures equipment, goods and materials, those warranties and guarantees with respect to such equipment, goods and materials as are provided by such vendors, and such warranties and guarantees shall be made available to Company to the full extent of the terms thereof. Contractor's liability with respect to equipment, goods and materials obtained from vendors shall be limited to procuring such warranties and guarantees and taking all necessary or appropriate actions to assign the benefit thereof to Company for the purpose of enforcing same.
11. **Taxes, Claims and Liens**
- 11.1 **Taxes.** Without limitation, Contractor is liable for payment of all taxes, duties or assessments imposed or arising by reason of the Work including but not limited to:
- (a) all source deductions including payroll taxes on account of wages and other compensation paid or payable to Contractor's employees;
 - (b) income taxes and other such taxes levied on account of Contractor's earnings;
 - (c) property taxes assessed against Contractor's real property and equipment;
 - (d) sales and use taxes levied on the value of Contractor's materials, supplies and equipment used in the Work;
 - (e) import duties levied on Contractor's materials, supplies and equipment used in the Work; and
 - (f) all business taxes and licensing and permitting fees levied with respect to Contractor's business operations or the Work.
- 11.2 **Company Payment of Taxes.** Company agrees to pay Contractor all applicable goods and services, sales, use or other similar taxes payable in respect of Contractor performing and/or providing the Work at the time of payment of Contractor's invoices. For greater clarity, in the event that Contractor is determined by an authority of competent jurisdiction to be the user or consumer of goods or services under Applicable Law, including the Provincial Sales Tax Act (British Columbia), unless agreed otherwise in writing by both Parties and stated in the quoted price for the relevant Work, Contractor represents and warrants that it shall not seek reimbursement or payment therefor from Company for taxes that are deemed payable by Contractor.
- 11.3 **Residence of Canada.** Contractor represents and warrants to Company that Contractor is not and will not be at any time during the Term, a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada).
- 11.4 **Liens, Encumbrances and Claims.** Contractor shall:
- (a) pay promptly and when due all debts or claims for labour, materials, services and supplies furnished to Contractor in respect of the Work, including all amounts owing to Contractor Parties, and comply with Payment Legislation with respect thereto;
 - (b) at all times keep all property of Company, whether owned or leased, free and clear of all liens, encumbrances and adverse claims whatsoever;
 - (c) cause any lien or claim arising out of the Work or the Purchase Order that is filed or made to be released and discharged forthwith at its expense; and
 - (d) defend, indemnify, and hold harmless Company from and against any and all liens, encumbrances and adverse claims whatsoever arising from the performance or otherwise in respect of the Work.
- 11.5 **Withholding.** Company may withhold from the payments due to Contractor under the Purchase Order any amounts which are required or ought to be withheld under Payment Legislation or any other Applicable Laws in respect of any liens, encumbrances or claims which may be made against Company in respect of the Work for the period of time and to the extent thereby required or sanctioned, including pursuant to applicable legislation respecting lien claims by builders, mechanics, materialmen, contractors and subcontractors (or any of them).



11.6 **Company's Right to Vacate Liens.** If Contractor fails or refuses to comply with its obligations under Section 11.4, Company may, but shall not be obligated to, discharge, release or otherwise deal with the lien or claim, and Contractor shall pay all of the costs of Company, including solicitor and client (indemnity) legal costs.

12. **Liability and Indemnity**

12.1 **Liability and Indemnity.** Contractor agrees to be liable to Company and does hereby release, defend, indemnify and hold harmless Company and Company's respective directors, officers, agents and employees (collectively, "**Company Indemnitees**"), from and against all damages, (including punitive damages) losses, costs, liabilities, penalties, expenses, demands or claims of any Person (including, for clarity, those of Company, Contractor or any third party), including but not limited to those arising from personal injury, property loss or damage, violation of any laws, release of any Contaminant, infringement of intellectual property rights, breach of confidentiality obligations, or any other type of claim (whether arising in tort, contract, or otherwise), and including any and all costs and fees (including lawyers' fees on a solicitor-client basis) arising out of litigation or settlement, (collectively, "**Losses**") resulting from or arising in connection with the provision and/or performance by Contractor or any Contractor Party of the Work, except to the extent the Losses are caused by, arise from or relate to, directly or indirectly, fraud, gross negligence or wilful misconduct of any of Company Indemnitees.

12.2 **Limit of Liability.** The total aggregate liability of Contractor under the Purchase Order shall not exceed an amount equal to the greater of (i) two (2) times the price of the Purchase Order, and (ii) the amount of Commercial General Liability insurance required to be maintained by Contractor hereunder; provided that, notwithstanding the foregoing, the limitation of liability set forth in this Section shall not: (a) apply to Contractor's obligation to deliver to Company full legal title and ownership of all or any portion of the Work, Work Product or deliverables under the Purchase Order; (b) include any payment required to be paid pursuant to Company's audit rights contained herein; or (c) apply in the event of Contractor's fraud, gross negligence or wilful misconduct.

12.3 **Waiver of Consequential Damages.** Neither Party shall be responsible or liable to the other, or any of its Affiliates, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect, exemplary, consequential, incidental, special or punitive damages, including without limitation loss of profit, loss of revenue, loss of business, loss of market, damage to goodwill, loss of anticipated savings, and any indirect or consequential loss howsoever caused (collectively, "**Consequential Loss**"); provided that, a Party shall not be entitled to rely on this waiver to the extent the Consequential Loss(es) arise from: (i) that Party's fraud, gross negligence or wilful misconduct, (ii) third party Claims for which the Party may be liable; or (iii) that Party's breach of its obligations concerning confidentiality and intellectual property outlined in these General Terms and Conditions.

13. **Insurance**

13.1 **Contractor Insurance Requirements.** Contractor at its sole expense, shall carry and maintain insurance covering its operations hereunder at all times with types of insurance and minimum limits as noted below. Unless the Work is covered by Contractor's existing insurance policies, Contractor shall require its subcontractors and any other contractors working on their behalf, to carry like insurance:

- (a) Workers' Compensation insurance in compliance with all Applicable Law in the jurisdiction where any of the Work shall be performed. Where statutory Worker's Compensation insurance is not applicable, Employer's Liability insurance shall be provided with a limit not less than one million dollars (\$1,000,000) per occurrence.
- (b) Commercial General Liability insurance with a limit of not less than two million dollars (\$2,000,000) per occurrence to cover legal and contractual liability for bodily injury including death and property damage including loss of use thereof. The policy shall be in effect from the commencement of the Work to eighteen (18) months after Completion. The policy shall include Company Indemnitees, as additional insureds and provide a full waiver of subrogation in favour of Company Indemnitees. Contractor will give Company thirty (30) days written notice of cancellation in coverage. Where applicable to the scope of Work, the Contractor's Commercial General Liability policy shall not exclude:
 - i. blasting;
 - ii. pile driving and caisson work;
 - iii. underpinning;
 - iv. removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by Contractor.

To the extent such risks are excluded under the Contractor's Commercial General Liability policy, the Contractor shall obtain and maintain separate insurance coverage sufficient to insure those risks, in form and limits acceptable to the Owner.

The policy shall include:

- i. Contingent Employers Liability;
- ii. Non-Owned Automobile Liability;
- iii. Blanket Contractual Liability;
- iv. Cross Liability and Severability of Interests; and
- v. Products and Completed Operations Liability.
- vi. if applicable, Sudden and accidental pollution liability coverage, including clean-up costs



- (c) Automobile Liability insurance in respect of vehicles and trailers owned, licensed, operated, hired or used in connection with the Work, with a limit of not less than two million dollars (\$2,000,000) inclusive per accident for bodily injury, death, and damage to property.
 - (d) Aircraft and Watercraft Liability insurance, if applicable, with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work shall be subject to a limit of not less than two million dollars (\$2,000,000) inclusive per accident for bodily injury, death, and damage to property including loss of use thereof and limits of not less than two million dollars (\$2,000,000) for aircraft passenger hazard.
 - (e) All Risk Cargo Liability insurance, if transporting Company property as a common carrier or otherwise, including transporting, temporary storage, recovery expenses and loading and offloading, and while at a garage, in storage or at a terminal or at a depot but all while in due course of transit to the full replacement value of the cargo / equipment being hauled. This policy shall include debris removal coverage and defence costs and shall provide a full waiver of subrogation in favour of Company Indemnitees.
 - (f) Professional Indemnity insurance, if any portion of the Services is of the type generally covered thereunder, to cover liability of Contractor arising out of the acts, errors or omissions of Contractor and/or those acting under Contractor's direction or control and/or those for whose acts Contractor may be liable and relating to the professional services rendered, with a limit not less than two million dollars (\$2,000,000) per claim. The policy shall include an extended reporting period of two (2) years from the date on which the Work is delivered or performed.
 - (g) All Risk Property insurance covering Contractor's construction machinery, personal properties and equipment, if any, used by Contractor for the performance of the Work, including boiler and machinery insurance on temporary boilers and pressure vessels. The policy shall not allow subrogation claims by the insurer against Company Indemnitees. Subject to satisfactory proof of financial capability by Contractor for self-insurance of its properties, Company may waive the property insurance requirements contained herein.
 - (h) Any other additional insurance that may be required by the Company, or any insurance mandated by regulatory authorities, or typically necessary to perform the work in a prudent manner as a Contractor.
- 13.2 **Insurance – Additional Conditions.** Insurance listed above shall be primary and non-contributory to any insurance available to Company. All insurance policies shall be provided by insurance companies with A.M. Best's Rating of A- or equivalent. At Company's request, Contractor shall provide certificates of insurance evidencing that such policies and endorsements are in effect. Neither the requirements of Contractor to carry and maintain insurance nor Company's acceptance of evidence of insurance will, in any manner, constitute a waiver, release or modification of the liabilities and obligations assumed by Contractor under the Purchase Order. The limits of insurance may be achieved by any combination of primary, umbrella or excess liability. Contractor will be solely liable to pay any deductible associated with any claim by Contractor or Company under the foregoing insurance policies.
- 13.3 **Notice.** Contractor shall promptly notify its insurers and Company in writing of any occurrence or incident in connection with the Work that is likely to give rise to a claim under the insurance policies referred to in this Article 13. Contractor shall cooperate with Company and undertake all necessary actions to assist Company in investigating, mitigating, minimizing any loss, and shall provide all necessary assistance to support Company's insurance claim process to its fullest extent.
- 13.4 **Notice of Cancellation.** Should one of the above-noted policies be cancelled before the expiry date, Contractor shall ensure that the insurer(s) will provide 30 days' notice to Company.
14. **Termination and Suspension**
- 14.1 **Termination and Suspension.** At any time, Company may terminate or suspend all or any part of the Purchase Order and any Work being performed thereunder, with or without cause, by providing written notice to Contractor. Unless otherwise specified in the Purchase Order, if Contractor is not in breach nor deemed to be in breach of any of its obligations hereunder, Company shall: (i) remain responsible for payment of all Work that has reached Completion, in accordance herewith; and (ii) reimburse Contractor only for all additional reasonable costs incurred by Contractor directly resulting from the terminated or suspended Purchase Order up to the time of termination or suspension, less any monies already paid to Contractor, provided Contractor has taken all reasonable steps to mitigate any resulting losses.
15. **Confidentiality**
- 15.1 **Confidential Information.** Unless authorized in writing by Company or as required by Applicable Laws, Contractor shall:
- (a) keep as confidential and shall not divulge or disclose any Confidential Information, or make use of such Confidential Information in any manner not directly related to the performance of Work;
 - (b) ensure each of its Personnel who receive any such Confidential Information maintain the confidentiality and proprietary nature of such information as above required; and
 - (c) return all Confidential Information upon termination or expiration of the Purchase Order.
- 15.2 **Exclusions.** The obligations of confidentiality and restrictions on use imposed hereunder do not apply to Confidential Information which:
- (a) at the time of disclosure is readily available to the public;



- (b) after disclosure becomes readily available to the public, other than through a breach of the Purchase Order;
 - (c) is subsequently lawfully and in good faith obtained by the recipient of the Confidential Information from an independent third party without breach of the Purchase Order (provided that such third party is not and was not, to the recipient's knowledge, bound by a confidentiality agreement with the disclosing party to hold or retain such information as confidential);
 - (d) is independently developed by the recipient without violating any of its obligations under the Purchase Order;
 - (e) the recipient of the Confidential Information can demonstrate was in its possession prior to the date of disclosure of such Confidential Information, and which was not then subject to any restriction in its use or disclosure; or
 - (f) the recipient of the Confidential Information is by Applicable Law required to disclose by an order issued by a court or a regulatory body of competent jurisdiction, or required by a stock exchange on which its shares or those of an Affiliate are traded.
- 15.3 **Publication.** Contractor shall not, without Company's prior written consent, issue any public statement, press release, photograph or other material disclosing in any way to the public the existence of the Purchase Order or any information relating thereto.
- 15.4 **Equitable Relief.** Contractor acknowledges that Company will be irreparably harmed by any breach of this Article 15 and that such harm cannot be adequately compensated for by damages. Company shall be entitled to equitable relief, including preliminary and/or permanent injunctive relief and specific performance, in the event of any breach of this Article 15. In any proceeding seeking injunctive relief to prevent any breaches or violations of this Article 15, Company shall be entitled to appropriate injunctive relief without posting any bond or security.
- 15.5 **Required Disclosure.** In the event that Contractor is required to disclose Confidential Information pursuant to any Applicable Law or an order from a court of competent jurisdiction, Contractor shall take reasonable steps to notify Company in advance to the extent allowed by Applicable Law and to disclose only such portion of the Confidential Information that it is legally required to disclose, and shall use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Contractor shall, where practicable, notify Company of the required disclosure and any relevant information in respect thereto so that Company may take appropriate steps to protect such Confidential Information from such disclosure.
16. **Intellectual Property**
- 16.1 **Work Product.** Subject to Section 16.2 Company shall own all right, title and interest, including all intellectual property and other proprietary rights, in and to Work Product. To the extent necessary, Contractor hereby assigns (and shall cause its Personnel, Affiliates and its Affiliates' Personnel to assign) all its and their right, title and interest in and to such Work Product and shall obtain from any such Person contributing to the development of the Work Product assignments of all such Persons' right, title and interest in and to the Work Product for the benefit of Company (and its and their successors and assigns). Contractor hereby waives and agrees to waive for the benefit of Company all moral rights or similar rights in and to the Work Product, and shall obtain similar waivers from all Personnel, Affiliates and its Affiliates' Personnel contributing to the development of the Work Product or other authors of such Work Product. Contractor shall provide any additional assignments, waivers or other documents as Company may reasonably request to give effect to the foregoing.
- 16.2 **Pre-existing Intellectual Property Rights.** For clarity, pre-existing intellectual property of Contractor (or Contractor's Personnel, Affiliates or Affiliates' Personnel) shall not be considered Work Product, and neither shall any improvements thereto regardless of when made, provided that such improvements: (i) were not listed as a deliverable under a Purchase Order; and (ii) do not directly embody Company's Confidential Information. To the extent Contractor's (or Contractor's Personnel, Affiliates or Affiliates' Personnel) pre-existing intellectual property or improvements thereto are used in connection with or incorporated into the Work, Contractor hereby grants (and shall cause such Personnel, Affiliates and Affiliates' Personnel to grant) to Company (and its and their successors and assigns) an irrevocable, nonexclusive, fee-free, royalty-free, assignable license to use such Work Product, pre-existing intellectual property and improvements thereto.
- 16.3 **Company property.** All right, title and interest in and to any information, materials or other property furnished or provided by Company to Contractor including Confidential Information is and shall remain with Company, and Contractor obtains no right, title or interest in and to any such information, materials or other property.
- 16.4 **Advertising.** Contractor shall not use the names, logos or trademarks of Company in its promotional materials or advertising without Company's prior written consent.
17. **Compliance with Company Policies and Code of Conduct**
- 17.1 **Company Policies.** In addition to the Company policies identified in Article 5, Contractor shall comply with those of Company's policies made available at www.pembina.com/about/governance/ or through the Vendor Management System, as well as any other Company Policy made known to Contractor from time to time. Contractor shall enforce such policies with any Contractor Party performing the Work. It is the responsibility of Contractor to ensure that all Contractor Parties are familiar with the current Company Policies at all times.
- 17.2 **Supplier Code of Conduct.** At Contractor's expense, Contractor shall comply with, and ensure all Contractor Parties involved in the Work understand and comply with, Company's supplier code of conduct, which is available at www.pembina.com/operations/suppliers/ and shall use reasonable efforts to prevent any harm to Company's reputation. In the case of any difference between the requirements of Company's supplier code of conduct and the Applicable Law, the stricter or higher standard shall apply.



18. **Cyber Risks**

- 18.1 **Cyber Risks.** Contractor shall take all commercially reasonable actions to ensure that any software or other technology which Contractor uses or provides to Company which in any way comes in contact with, or is reasonably expected to come in contact with, Company's systems and information will not contain:
- (a) any code instructions, data or functions (including but not limited to viruses, worms, trojan horses, data bombs, or time bombs), the purpose of which is to maliciously cause the said technology to cease operating, or to damage, interrupt, interfere with or hinder the operation, integrity or availability of Company's systems and information;
 - (b) any intentionally hidden or embedded elements that would cause the software or other technology to become unstable or disabled upon conditions outside of the knowledge or control of Company, and the software or other technology does not contain any locks dependent upon either software or hardware which Company has not been fully apprised of, and where required provided with, any enabling hard or soft key; or
 - (c) any programming designed to collect information about users, or to store or transmit information, whether Confidential Information or not, about Company to Contractor or a third party, other than programming whose data collection, storage or transmission functionality, as the case may be, has been disclosed to Company.
- 18.2 **Breach of Cyber Security.** Contractor shall notify Company immediately upon becoming aware of any breach of Section 18.1.
- 18.3 **Incident Response Plan.** Contractor will at all times have and maintain a comprehensive, written, annually-tested incident response plan for responding to Security Incidents ("IRP"). On request by Company, Contractor will promptly provide to Company a copy of Contractor's most current IRP and an accurate and complete summary of the results and reports of the most recent test of the IRP.
- 18.4 **Contractor Responsibilities.** If Contractor becomes aware of an actual or potential Security Incident, Contractor's responsibilities are as follows:
- (a) immediately execute the IRP, including to contain the Security Incident and to ensure that the same or similar Security Incident does not recur;
 - (b) immediately notify Company's Director, Cyber Security of the Security Incident and provide Company's Director, Cyber Security with all known details of the Security Incident;
 - (c) immediately take all lawful measures and use its best efforts to contain the Security Incident;
 - (d) immediately investigate the nature, scope and root cause of the Security Incident and provide Company with all relevant information and reports regarding the Security Incident as they become available;
 - (e) immediately use its best efforts to contain the Security Incident, mitigate the effects of the Security Incident and minimize any damage, loss and harm resulting from the Security Incident; and
 - (f) immediately take all necessary and advisable corrective actions and make its best efforts to prevent the reoccurrence of the Security Incident or similar incidents.
- 18.5 **Indemnity.** In the event of a Security Incident, Contractor shall defend, indemnify and save and hold harmless Personnel and contractors of Company and its Affiliates and of its co-owners, co-lessees, co-venturers and joint venturers from and against any and all losses, damages, liabilities, obligations, penalties, interest, claims, demands, actions, suits and proceedings, of any nature or kind whatsoever, arising from, connected with or relating to any breach of this Article **Error! Reference source not found.** by or on behalf of Contractor or any person for whom Contractor is responsible under the Agreement or at law.
19. **Force Majeure**
- 19.1 **Suspension.** In the event either Party is prevented from performing any of its obligations under the Purchase Order as a result of Force Majeure, such obligations of such Party shall be suspended during the period of Force Majeure; provided always that where a Party is claiming Force Majeure, Force Majeure shall not include events that could reasonably have been addressed through the adoption, implementation and execution of reasonable and prudent back-up, recovery, business continuity and disaster mitigation systems, policies and practices consistent with Good Industry Practice and such Party's obligations hereunder. Further, compliance with the requirements of Applicable Laws, financial difficulties of a Party and mechanical or electronic failure shall not be considered a Force Majeure event.
- 19.2 **Notification.** The Party which is prevented from performing its obligations by Force Majeure shall advise the other Party immediately of its inability to meet its obligations, specifying the cause of the Force Majeure, and shall immediately advise the other Party when the Force Majeure occurrence ceases.
- 19.3 **Termination.** If performance of Contractor's obligations is delayed for more than ten (10) days by reasons of Force Majeure, the Work may be terminated by Company upon providing written notice to Contractor, provided that, Company shall pay Contractor at the agreed rates for the Work performed and/or provided up to the time of such termination.
- 19.4 **Commercially Reasonable Efforts.** The Party which is prevented from performing its obligations by Force Majeure shall use all commercially reasonable efforts to correct and overcome the effects of the event or circumstance of Force Majeure and otherwise to remedy its inability to perform its obligations as soon as possible.



20. **Governing Law and Disputes**

20.1 **Governing Law.** The Purchase Order shall be governed by the laws in force from time to time in the Province of Alberta and the federal laws of Canada applicable therein.

20.2 **Dispute and Arbitration.** Any dispute may be submitted to binding arbitration conducted under the *Arbitration Act* (Alberta) by a single competent arbitrator. Arbitration may be initiated by either Party by providing written notice to the other Party. In such event, the selection of an arbitrator for the Arbitration shall occur by mutual agreement of the Parties at a meeting no later than fifteen (15) days following the receipt of a written demand of either Party. Should the Parties be unable to agree on the selection of an arbitrator following this meeting, any Party may make an application to the Court of King's Bench of Alberta to have an arbitrator appointed. Each Party shall prepare and exchange a list of three (3) proposed arbitrators of appropriate qualification and experience, from which each Party may strike one (1) name, submitting the remaining two (2) names from each list to the Court for determination and appointment based upon each arbitrator's qualifications and past experience. The cost of the arbitrator's fees shall be borne equally by both Parties and the place of arbitration shall be Calgary, Alberta.

20.3 **Payment Dispute.** Any dispute determined by adjudication as prescribed by Payment Legislation shall be without prejudice to have any such dispute determined in accordance with the provisions of this Article 20.

21. **Audit**

21.1 **Records.** With respect to any Work performed on a non-lump sum basis in respect of the Purchase Order, including on a unit price (but only with respect to the number of units supplied), time and materials, cost reimbursable or cost plus basis, Company, upon notice in writing to Contractor, shall have the right, at any time before and within three (3) years after Completion, to audit Contractor's Records. Contractor shall maintain accurate and complete Records and shall preserve such Records until such time as any claims or discrepancies are resolved. Contractor shall ensure that all Contractor Parties provide Company with the same provisions and rights of audit. Contractor shall, within thirty (30) days of receiving notice from Company of an error or discrepancy in respect of the cost of any Work performed by Contractor, either pay Company the amount claimed in such notice, or dispute the amount of such claim in good faith and in writing to Company, which dispute shall be resolved in accordance with the dispute resolution provisions set forth in Article 20.

21.2 **Audit.** Contractor shall give Company and its nominees every assistance and shall make available upon request all Records and any documentation related to rates or burdens fixed by Contractor and passed along to Company that are deemed necessary by Company's audit Personnel or nominees. Contractor shall provide Company with proper access and facilities to enable Company or its nominees to undertake the audit. Company shall be authorized to interview any Contractor Party as may be reasonably necessary for an accurate audit and verification of the performance and costs of the Work, including but not limited to compliance with the Contract Documents and Applicable Laws. Contractor shall allow Company to make copies of such documents as reasonably required. Contractor shall also provide Company an electronic file of the data, in a readable electronic format, including any source documentation upon Company's request.

21.3 **Audit Period.** The rights set forth in this Article 21 shall survive for the aforesaid period of three (3) years notwithstanding the termination or expiration of the Purchase Order or the cancellation or termination of any Work.

22. **Limitations Period**

22.1 **Limitation Period.** The two (2) year period for seeking a remedial order under section 3(1)(a) of the *Limitations Act R.S.A. 2000 c. L-12*, including any amendments to or replacements of the Act, for any claim (as defined in that Act) arising in connection with the Purchase Order is extended to:

- (a) for claims disclosed by an audit, three (3) years after the time the Purchase Order permitted that audit to be performed; or
- (b) for all other claims, four (4) years.

23. **Survival**

23.1 **Survival.** The provisions of the Contract, which by their nature are continuing, including Sections 2.3 (Subcontractors), 8.1 (Invoicing Frequency), 8.5 (Set-off), 26.1 (Notices), and Articles 10 (Contractor's Warranties), 11 (Taxes, Claims and Liens), 12 (Liability and Indemnity), 13 (Insurance), 14 (Termination and Suspension), 15 (Confidentiality), 16 (Intellectual Property), 20 (Governing Law and Disputes), 21 (Audit), 22 (Limitations Period), and 23 (Survival) shall survive termination or expiry of the Purchase Order.

24. **General**

24.1 The Purchase Order constitutes the entire agreement between Company and Contractor with respect to the Work and supersedes all other agreements, negotiations, representations or understandings between Company and Contractor, whether written or otherwise, in relation to the Work.

24.2 No amendment to the Purchase Order shall be binding unless reduced to writing and agreed to by each of the Parties.

24.3 No waiver by a Party of one or more defaults by the other Party in the performance of the Purchase Order shall operate or be construed as a waiver of or consent to any future default or defaults whether or not of like or different character.

24.4 If any provision of the Purchase Order is unenforceable for any reason, such provision shall be deemed amended or severed from the Purchase Order, to the minimum extent required for enforceability of such provision, and the Purchase Order shall



be construed without having regard to such severed language and all other provisions of the Purchase Order shall be deemed valid, binding and enforceable.

- 24.5 The Purchase Order shall be binding upon and shall endure to the benefit of Company and Contractor and their respective successors and permitted assigns.
- 24.6 All rights and remedies under the Purchase Order are cumulative and in addition to other rights or remedies available under the Purchase Order, Applicable Laws or at equity.
- 24.7 Unless otherwise specified in the Purchase Order, all references to "Dollars" and "\$" shall be references to Canadian dollars and all amounts payable hereunder shall be paid in such currency.
- 24.8 All documents shall be prepared in, and all Contractor's key Personnel shall be fluent in, the English language.
25. **Assignment**
- 25.1 **Assignment.** Neither the Purchase Order nor the amounts due or which may become due in respect of any Work or invoice shall be assigned by Contractor to any Person without the prior written consent of Company. Any purported assignment made without Company's written consent shall have no force or effect and, in such case, Contractor shall not be relieved of its obligations under the Purchase Order. Company may assign its rights under the Purchase Order without the prior consent of Contractor, provided that Company provides prompt written notice of such assignment to Contractor.
26. **Notices**
- 26.1 **Notices.** All notices exchanged under this the Purchase Order shall be in writing, and shall be given by hand delivery, courier, facsimile or e-mail to Company or Contractor, as the case may be, at the applicable address, facsimile number or e-mail address set forth on the last page hereof.
27. **Electronic Signature and Counterpart Execution**
- 27.1 If applicable, a Purchase Order signed by electronic signatures shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for under Applicable Law, and the Parties agree that an electronic signature by a Party will be binding between the Parties and will be admissible in evidence for all purposes in any proceedings as between the Parties as due and valid execution of a Purchase Order or any amendment or other modification thereof. The Purchase Order may be executed and delivered by facsimile or PDF and in any number of identical counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.