

**WESTSHORE TERMINALS LIMITED PARTNERSHIP
PURCHASE ORDER TERMS AND CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO EACH PURCHASE ORDER ISSUED BY WTLP, WHICH PURCHASE ORDER CONSTITUTES AN OFFER WHICH MAY BE ACCEPTED ONLY IN ACCORDANCE WITH ITS TERMS AND WITHOUT MODIFICATION, ADDITION, DELETION OR ALTERATION. IF SELLER'S QUOTATION, ACKNOWLEDGEMENT, CONFIRMATION, INVOICE OR OTHER DOCUMENTATION CONTAINS TERMS WHICH DIFFER FROM THOSE CONTAINED HEREIN, THEY ARE REJECTED. COMMENCEMENT BY SELLER OF THE PROVISION OF ANY GOODS OR SERVICES SHALL BE CONCLUSIVELY DEEMED AN ACCEPTANCE OF THESE PURCHASE ORDER TERMS AND CONDITIONS WITHOUT ANY CHANGES.

1. **DEFINITIONS.** "Purchaser", "Owner", "Westshore" and "WTLP" are synonymous and all mean Westshore Terminals Limited Partnership and its successors and assigns; "Seller", "Vendor" and "Contractor" are synonymous and all mean the party designated as such on the face of the P.O.; "P.O." means the purchase order issued by Purchaser to Seller together with these terms and conditions and any documents incorporated by reference on the face of the P.O.; "Engineer" means WorleyParsons or such other person or entity who may be appointed by notice in writing to Seller from time to time; "Site" means Purchaser's Roberts Bank terminal in Delta, B.C.; "Goods" means all goods, material, equipment, supplies and parts to be furnished pursuant to the P.O.; "MSDS" means Material Safety Data Sheets required by any applicable laws, including the laws of the Province of British Columbia; "QA/QC" means quality assurance and quality control; and "Services" means all services, work and labour, including the installation of Goods at the Site, to be furnished pursuant to the P.O.
2. **PRECEDENCE.** To the extent that there is any conflict or inconsistency between any provisions forming part of the P.O., the following documents will take precedence in the following order: (a) the face of the P.O.; (b) these terms and conditions; and (c) any other documents incorporated by reference on the face of the P.O.
3. **AUTHORIZATION.** The face of the P.O., when properly signed by Purchaser and bearing a P.O. item number, is the only authorization for payment of the purchase price for the Goods and Services described herein which Purchaser shall recognize. Purchaser shall make payment in accordance with the P.O. and may withhold payment to the extent necessary to protect Purchaser from any anticipated loss, including any damages to any part of the Goods and Services. If the face of the P.O. expressly provides that any of the Goods and Services under the P.O. are to be provided in accordance with the provisions of a previous P.O., including any "standing" "master" or "blanket" P.O. previously issued by the Purchaser to the Seller, then all provisions of that prior P.O. are hereby expressly incorporated by reference into the P.O. save and except only where expressly otherwise provided in the P.O.
4. **TAXES.** All taxes, duties, tolls, fees, import and export charges and governmental exactions shall be separately stated on Seller's quotations and invoices and, unless so stated, shall be for the account of Seller. Seller shall cooperate with Purchaser in obtaining relief from any such taxes, duties, tolls, fees, charges and exactions and shall authorize Purchaser to make and process any applications in the name of either party for any such relief. Any reduction, remission, lower assessment or other such relief will be credited against the purchase price set forth in the P.O. to the benefit of Purchaser.
5. **CHANGES.** No changes to the P.O., including changes in quality, specification, quantity, description, price, or delivery point, shall be made, nor will any charge for extras be allowed, except with Purchaser's prior written approval. Seller shall not furnish nonconforming Goods and Services, whether as an accommodation or otherwise, unless first authorised in writing by Purchaser.
6. **DRAWINGS AND MANUALS.** Seller shall promptly furnish all approval drawings, certified drawings, manufacturers' certificates, guarantees and samples, and lists or manuals of instructions and technical documentation required for the erection, assembly, start-up, operation, maintenance and repair of the Goods and Services furnished pursuant to the P.O., as and when and in the quantities required by Purchaser, all of which shall become the property of Purchaser.
7. **INSPECTION OF GOODS AND SERVICES.** Purchaser is entitled to receive and review Seller's QA/QC documentation and to have access to Seller's premises for audit and inspection to verify that Goods and Services conform to specified requirements. In addition, notwithstanding any prior payment therefor, all Goods and Services are subject to inspection and testing by Purchaser after arrival at the ultimate destination, and if the Goods and Services are to be incorporated into a plant or other operating facility, Purchaser's inspection and testing of the Goods and Services may be made under operating conditions after the Goods and Services have been installed. If upon inspection or testing such Goods and Services or any portion thereof are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship or fail to meet any guarantees or operating or other specifications contained herein or any other requirements of the P.O., then without prejudice to any other rights or remedies, Purchaser may return the Goods and Services or any part thereof to Seller, and all amounts therefor paid by Purchaser to Seller on account of the purchase price of such returned Goods and Services, together with any costs incurred by Purchaser in connection with the original delivery or return of such Goods and Services, shall be repaid to Purchaser by Seller. Neither the inspection nor failure to make inspection nor acceptance of Goods and Services shall release Seller from any of the warranties or other provisions of the P.O. nor impair Purchaser's right to reject non-conforming Goods and Services. Purchaser reserves the right, even after it has paid for and accepted Goods and Services, to make a claim against Seller on account of any Goods and Services which do not prove to be satisfactory or are defective, irrespective of Purchaser's failure to notify Seller of a rejection of non-conforming Goods and Services or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods and Services after rejection or acceptance thereof.
8. **WARRANTIES.** Seller acknowledges that Purchaser is relying upon Seller's skill and judgement in selecting and providing Goods and Services suitable for Purchaser's particular use. In addition to all other warranties, Seller warrants to Purchaser that the Goods and Services, and all parts thereof provided hereunder: are of the kind and quality specified herein; correspond with and conform strictly to all requirements of the P.O., including any described on the face of the P.O.; comply with, conform to and perform in accordance with all applicable specifications, drawings and best industry practice, as well as all applicable codes, regulatory standards, regulations, ordinances and laws; conform to any samples provided; are free from all defects and faults in design, manufacture, workmanship and materials; are new and of the best quality unless otherwise specified; are of the best engineering and design; are of merchantable quality; are and will be provided in a good and workmanlike manner to the best quality and standards of workmanship; conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of the Province where they are to be used; and are fit for the particular purposes for which they are intended, of which purposes Seller acknowledges and confirms it is aware. For 12 months from the date Goods and Services are used by Purchaser, put into operation by Purchaser, or have been substantially completed if they involve construction work, whichever is the later, and for such longer periods of time as may be stated on the face of the P.O. or be warranted by the manufacturers of any Goods provided pursuant to the P.O., Seller shall at Purchaser's option either refund the purchase price or replace, entirely at Seller's expense, any part or parts of the Goods and Services which are defective, reasonable wear and tear excepted, and neither the final certificate nor payment hereunder shall relieve Seller from responsibility hereunder. The aforesaid warranty period shall apply anew to any replacement or repair of materials or equipment, or corrections to workmanship, made under warranty.
9. **INTELLECTUAL PROPERTY.** Seller represents that it has fully investigated all specifications, including any furnished by Purchaser, in connection with the Goods and Services and, based on such investigation and its past experience and superior knowledge with respect to such Goods and Services, has determined that the production thereof will not infringe any patent, trademark or copyright. Seller warrants to Purchaser and its successors in interest that the manufacture, sale or use of the Goods and Services covered by the P.O., whether manufactured in accordance with Purchaser's specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright and Seller shall indemnify and hold Purchaser and its successors in interest free and harmless from and against any and all claims, demands, costs and liabilities, including legal expenses, arising out of any such infringement or claim of infringement. Purchaser is relying upon the experience, skill and superior knowledge of Seller with respect to the Goods and Services and makes no representation that in manufacturing or providing the Goods and Services as required

under the P.O. Seller will not infringe any patent, trademark or copyright. In no event shall Purchaser or its successors in interest be liable to Seller for any patent, copyright or trademark infringement or claim thereof.

10. **CONFIDENTIALITY.** Except as required to perform its obligations under the P.O., Seller shall not use or disclose to any third party any non-public information belonging to Purchaser, supplied to Seller by or on behalf of Purchaser, observed by Seller or prepared by Seller for Purchaser in connection with the P.O., including, without limitation, technical documentation, designs, drawings, specifications, data, reports and analyses. Upon completion of Seller's obligations under the P.O. or upon Purchaser's earlier request, Seller shall return all such information and copies thereof to Purchaser.
11. **ENCUMBRANCES.** Seller warrants that the Goods and Services are free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to same and Seller agrees to hold Purchaser and its successors in interest free and harmless against any and all claimants thereto. If at any time any lien, charge, or other encumbrance is attached to the Goods and Services arising from the actions or omissions of Seller, Purchaser may pay and discharge such lien, charges or other encumbrances at the expense of Seller, and the cost of such discharge, including legal fees or other expenses in connection therewith, are to be borne by Seller and may be deducted by Purchaser from any subsequent payment due to Seller.
12. **SCHEDULE.** Time is of the essence. Seller warrants that the Goods and Services will be delivered in accordance with the P.O., including delivery at the delivery point specified on the face of the P.O. on or before the delivery date(s) specified, and that all Goods and Services will be provided on or before the date(s) specified for total completion of the P.O. Acceptance of any part of the Goods and Services which are late shall not constitute a waiver of any rights which Purchaser may have under the P.O. or at law or equity for damages for delay.
13. **TERMINATION.** Purchaser may cancel or terminate the P.O. in whole or in part at any time by written notice to Seller if Purchaser, in its sole and absolute discretion, determines that Purchaser's need for the Goods and Services has been reduced or eliminated; if prices, quantities or qualities are unsatisfactory to Purchaser; if deliveries are not made as promised; if schedules are not met; if Seller becomes insolvent, makes an assignment for the benefit of creditors or has a receiver or trustee of its property appointed; or if termination is otherwise in the interest of Purchaser. Upon receipt of such notice, Seller shall cease further performance of the P.O. and use its best efforts to mitigate any damages in connection with the termination.
14. **LIMITATION - STANDARD MERCHANDISE.** If the Goods and Services are standard stock merchandise, then Purchaser's liability to Seller for cancellation or termination shall be limited to making payment for the Goods and Services actually shipped and in transit prior to such termination and to making payment for any Goods and Services in respect to which the P.O. is not terminated which are shipped subsequent to such termination.
15. **LIMITATION - SPECIAL ORDERS.** If the P.O. covers Goods and Services manufactured or fabricated to Purchaser's specifications or specifications especially prepared by Seller for Purchaser, then Purchaser's liability to Seller for cancellation or termination shall be limited to reasonable costs Seller demonstrates it incurred prior to and as consequence of termination (which may include a mark-up for profit of 5% of such costs, but only if termination is without cause), less the aggregate of payments previously made by Purchaser and any liability that Seller may have to Purchaser under the P.O. including liability for late delivery and liability for damages for termination for cause. If the total amount previously paid by Purchaser exceeds the amount to which Seller is entitled as a result of termination, Seller shall upon demand reimburse Purchaser the difference. Purchaser shall be entitled to retain the Goods and Services completed or partly completed prior to termination, or return the same to Seller for credit.
16. **PRODUCTION OF GOODS.** The following shall apply to all Goods furnished under the P.O. which are manufactured, fabricated or produced specifically for the P.O. and which are not normally stocked as standard, completed products in the Seller's inventory for regular retail sale to the public:
 - a) **Facility Inspection.** Seller shall provide all shop inspections and test certificates required to ensure compliance with the P.O., and Purchaser has the right at all reasonable times to inspect, test and expedite all work in progress. Neither the presence nor the absence of an inspector or other personnel of Purchaser in Seller's facilities shall relieve Seller from any of its obligations under the P.O.
 - b) **Progress Reports.** Unless otherwise expressly set out in the P.O., Seller shall submit to Purchaser monthly (or more frequently if delivery requirements make it necessary) any engineering and production status report which Purchaser may require.
 - c) **Standards.** All Goods must be manufactured, fabricated and produced strictly in conformance with the P.O., including all drawings and specifications. Where no standards or specifications are indicated Seller shall use the best prevailing manufacturing and fabrication standards, procedures and specifications generally prevailing in the Province of British Columbia for the manufacture and fabrication of critical mechanical components of industrial machinery and equipment, including conformance with generally applicable CSA, ASTM and other industry standards.
 - d) **Quality Assurance.** Prior to commencing manufacture or fabrication, Seller shall provide to Purchaser or its inspectors for their review and approval a copy of Seller's QA/QC program. The QA/QC program shall amongst other things include procedures and tests with regard to: weld procedures; weld preparation and alignment; weld qualification tests of individual welders; weld testing; identification and confirmation of materials used to ensure conformance with drawings and specifications; confirmation of tolerances during fabrication and assembly, including alignment of materials; preparation of as-builts; and such other QA/QC procedures as are customary for the manufacture or fabrication of critical components of industrial equipment. All welds will be continuous, without interruption along their length. Seller shall comply fully and in all respects with its QA/QC program, as modified by agreement in writing with Purchaser.
 - e) **Quality Control.** Seller shall allow Purchaser and Purchaser's QA/QC inspectors access and reasonable facilities to inspect, test, verify and monitor all parts of the Goods wherever manufactured, fabricated or produced. Seller shall provide proper facilities for such access and inspection and allow Purchaser and its inspectors to monitor and witness all tests performed by Seller and to check and confirm tolerances and alignments. If required, Seller shall provide appropriate test samples to allow Purchaser and its inspectors to have such samples tested by independent laboratories. Alternatively, Seller will provide Purchaser and its inspectors reasonable access to Seller's laboratories and equipment to prepare and test samples to confirm conformance with the requirements of the P.O., in which case Seller will be paid its reasonable costs for the use of such facilities (not to exceed the costs which would be charged by independent testing laboratories).
 - f) **Drawings.** Seller shall provide to Purchaser reproducible, certified as-built dimensional drawings which as a minimum will clearly indicate: actual dimensions, variations in dimensions, thickness and alignment of all parts, as manufactured or fabricated; angles; materials used; and such other information as Purchaser may reasonably require to fully document the Goods supplied. Any changes or deviations from the drawings and specifications must be indicated, including the reason for the changes or deviations. All such drawings and other work product provided by Seller to Purchaser pursuant to the P.O., including, without limitation, technical materials, reports, specifications, manuals and other documentation, shall become the property of Purchaser.
 - g) **Certificate of Compliance.** Prior to delivery to Site, Seller shall provide a certificate of compliance signed by a senior officer or director of the Seller and upon which the Purchaser may rely confirming that: all parts of the Goods conform with the drawings and specifications, including the grades and qualities of materials specified for them in the drawings and specifications; the as-built drawings accurately represent the Goods supplied; and, unless waived in writing, all metals used in the production of the Goods conform with mill certificates and mill laboratory test results for the metals used, which certificates and results will be attached to the affidavit.
 - h) **Metals.** Unless Purchaser or its inspectors otherwise agree in writing, Seller shall provide mill certificates and mill laboratory test results for all steel, aluminum and other metals used in the manufacture of the Goods, as well as appropriate test results of welds, to confirm their metallurgical and mechanical properties and those of the welds conform with the specifications and drawings. If requested by Purchaser or its inspectors, Seller will in accordance with applicable ASTM and CSA standards:

- I. obtain, prepare and test coupons cut from the actual metals used for the production of the Goods to confirm their properties conform with the grades of metals specified in the drawings and specifications; and
 - II. prepare test welds in samples from the actual metals that will be used for the production of the Goods and, in accordance with applicable ASTM and CSA standards, obtain, prepare and test coupons cut from the welds to confirm the specified weld standards will be met.
- i) **No Exculpation.** No observations of Purchaser or its inspectors, nor any inspections, tests or approvals by Purchaser or its inspectors, shall relieve Seller from its obligations to produce and supply the Goods strictly in accordance with the P.O., including the drawings and specifications.
 - j) **Removal.** Seller shall at its own expense promptly remove and replace any parts of the Goods rejected by Purchaser or its inspectors because of failure to conform to the requirements of the P.O.
17. **INDEMNITY.** Seller shall indemnify and save Purchaser free and harmless from and against any and all claims, damages, liabilities or obligations of whatsoever kind, including but not limited to damage or destruction of property and injury or death of persons, resulting from or connected with Seller's performance or failure to perform hereunder or any default by Seller or breach of its obligations hereunder. Seller shall defend any such claims or suits and pay all costs and expenses incidental thereto provided that Purchaser shall have the right at its option to participate in the defence of any such claims or suits and in such event, Seller shall pay Purchaser's costs of defending such claims or suits. Except to the extent covered under any policy of insurance required to be obtained by Seller under the P.O. Seller shall not be liable for consequential or indirect losses or damages, including lost profits, unless caused by Seller's criminal acts, fraud or wilful misconduct.
18. **FORCE MAJEURE.** If either party is prevented from or delayed in performing any of its obligations under the P.O. by any Act of God, fire, armed conflict, strike or other labour disturbance, governmental action, acts of public authorities, or by any other cause whatsoever reasonably beyond its control (excluding those caused by a lack of finances), such party is relieved of its obligations under the P.O. as long as its performance is so prevented or delayed, and such party is not liable to the other party for any loss caused by such failure of performance or delay. The party claiming to be relieved must give written notice at once to the other party when the occurrence of the cause arises and when it ceases and the performance schedule is extended accordingly. The party whose obligation is so suspended must do what is reasonably within its power to perform its obligations and must make reasonable efforts to eliminate the cause or alleviate the effects of the cause preventing or delaying performance.
19. **COMPLIANCE.** In performance of the P.O., the provision of the Goods and Services and in every activity connected therewith, Seller shall comply fully with all applicable laws, ordinances, rules, regulations, codes and standards, whether federal, provincial or local. Seller shall furnish Purchaser such evidence of compliance as Purchaser may require at any time.
20. **INVOICES.** Seller agrees that the terms of any invoices delivered by Seller will be deemed to be amended to conform to the terms of the P.O. Purchaser's signature on any invoice or delivery document shall only constitute acknowledgement of delivery and shall not constitute acceptance of any terms and conditions contained therein. Invoices shall contain the following information and shall not be due or payable until after all such information has been provided in or attached by Seller to the invoice delivered:
- a) description of the Goods and Services in full detail including PO item number, quantity, unit price, extension and discounts and, if the Goods and Services include equipment and parts, a description of make, model and serial number of equipment and parts;
 - b) date of shipment from Seller's plant, but the bill of lading shall determine the actual date of shipment;
 - c) waybill number, if the invoice bears transportation charges, with any reduction in transportation charges obtained to be for the sole benefit of Purchaser and to be deducted from such charges before payment.
21. **TRANSPORTATION.** Seller shall ensure all Goods and Services are properly packaged to ensure that they will be transported and delivered to Purchaser safely and without sustaining damage. All applicable MSDS sheets shall be included in the packaging. Seller shall send a notice of shipment to Purchaser at the time the Goods and Services described herein are shipped which shall state the number of the P.O., the kind of Goods and Services, Seller's name and the carrier and route by which the shipment is being made; copies of the shipping notice shall be packed inside each container and outside each container, the latter to be securely attached in a weather-proof enclosure. Packing cases shall be marked case 1 of 6, case 2 of 6, etc. Material arriving without proper notices and documentation shall be held until the required information is furnished, and all demurrage thus accruing shall be for Seller's account. In addition:
- a) Seller shall place or affix the number of the P.O. on all invoices, packing slips, bills of lading, packages, containers and correspondence in reference thereto;
 - b) Seller shall ship the goods by the most economical manner and route unless specified or directed otherwise by Purchaser;
 - c) if Purchaser specifies or directs Seller to ship the goods in a specific manner or by a specific route and Seller fails to do so, Seller shall reimburse Purchaser for any loss or extra expenses resulting from such failure; and
 - d) Seller shall be solely responsible for the shipment (including the provision of additional MSDS sheets to accompany the shipment) and delivery of "dangerous goods" as defined under the Transport of Dangerous Goods Act, to the delivery point specified on the face of the P.O., and Seller shall indemnify and save Purchaser harmless from any losses, damages, claims, suits, proceedings or demands arising from the shipment of such goods to the said delivery point.
22. **DELIVERY.** Seller shall be responsible for completion of delivery of the Goods in accordance with the delivery terms identified on the face of the P.O., which delivery terms shall be construed in accordance with Incoterms 2010 or any update or replacement thereof. Seller shall be accountable for and pay any costs incurred by Purchaser arising from Seller's failure to perform any of its obligations under such delivery terms (including, without limitation, procuring insurance where so required) or to follow shipping instructions furnished by Purchaser.
23. **TRANSPORTATION COSTS.** Where the price of the Goods includes transportation costs, Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If the P.O. calls for reimbursement of any transportation costs by Purchaser, Purchaser shall in no event be liable or accountable for any amount in excess of the actual costs of transportation.
24. **TITLE AND RISK.** Title to and risk of loss or damage to the Goods and Services from any cause whatsoever shall pass to Purchaser in accordance with the delivery terms identified on the face of the P.O. Notwithstanding the foregoing, where any part payment for the Goods and Services is made by Purchaser the title to the partly completed Goods and Services and any materials and parts to be used in the manufacture thereof and then on hand shall pass to Purchaser and the same shall be appropriately marked, provided, however, that the risk of loss shall nevertheless remain with Seller as aforesaid.
25. **INSURANCE.** If any work is to be performed on the Site, unless other limits are specified in the P.O., Seller shall obtain comprehensive general liability insurance, including 30 days' notification to Purchaser of cancellation or material change, with limits not less than \$5 million, which policy shall also name Purchaser as an additional insured, contain a cross liability clause, and expressly waive subrogation against Purchaser and its officers, agents and employees. Seller shall provide any additional insurance specified in the P.O. On request from Purchaser, Seller shall provide evidence satisfactory to Purchaser of all insurance obtained. Insurance required to be provided by Seller shall not be removed or reduced except with the written consent of Purchaser. Seller shall be responsible for the payment of all deductible amounts under any insurance policies applicable to the Goods and Services, regardless of whether Purchaser or Seller obtained such policies, unless Seller can clearly demonstrate that the damage which led to the insurance claim had to have been caused by someone other than Seller.

26. **SET-OFF.** Purchaser shall at all times be entitled to set-off, against any amount due or owing to Seller under the P.O., any amount that may be owing by Seller to Purchaser, whether owing by Seller under the P.O. or pursuant to any other agreement.
27. **PROFESSIONAL SERVICES.** Where the Goods or Services include the provision of any engineering, technical, geotechnical, consulting or other professional Services, the following shall also apply to those professional Services:
- Licensed Professionals.** All Services and all parts of Services performed by or through Seller which are required by law or authorities having jurisdiction to be performed by licensed or registered professional engineers, architects, geoscientists or other regulated professionals shall be performed by appropriately licensed or registered professional engineers, architects, geoscientists or other regulated professionals, as applicable.
 - Skill and Expertise.** Seller represents and warrants that any component of the Goods and Services which constitutes professional services shall be performed by individuals possessing the specialized training, skill, knowledge and expertise required to capably perform such professional services.
 - Standard of Care.** Seller shall exercise the same standard of care as that exercised by leading professionals in that field in the Province of British Columbia who provide comparable services for owners of major industrial facilities for which continuity of efficient operations of the facilities is critical.
28. **SERVICES PROVIDED AT SITE.** The following shall apply if any Services are performed at or on Purchaser's property or any construction Site owned or leased by Purchaser (including the installation of any Goods):
- Independent Contractor.** Seller shall at all times be an independent contractor and not an employee, agent or servant of Purchaser.
 - Permits.** Seller at its cost shall obtain and comply with all permits, licenses, certificates and approvals required for the manufacturing, supply and installation of Goods and performance of Services under the P.O. by any authorities having jurisdiction.
 - Workers Compensation.** Seller and its subcontractors shall at all times be registered and in good standing with the requirements of all applicable legislation governing workers compensation. Immediately upon request by Purchaser, Seller shall provide to Purchaser evidence of such registration and that Seller and its subcontractors are current with all assessments, levies, fines and penalties pursuant to the applicable legislation governing workers compensation. If Seller has general control of an area of the Site then Seller shall file notice with the Workers Compensation Board of British Columbia that Seller is the "prime contractor", under and as described in Part 3 of the Workers Compensation Act of British Columbia, responsible for health and safety of workers on Site, and Seller in any event shall and indemnify Purchaser against all obligations and responsibilities under that Act relating to health and safety of workers at the work Site.
 - Health and Safety.** Seller shall at all times comply strictly with all laws, ordinances, rules, regulations, codes and requirements relating to employment standards, occupational health and safety, hazardous materials information systems, and protection of the public. Prior to commencing the performance of any Services on Site Seller shall review and comply strictly with all written health and safety rules, regulations, codes and requirements of Purchaser applicable generally to contractors on the Site. Seller shall be solely responsible for the safety of its personnel and equipment on the Site.
 - Labour.** Seller acknowledges and agrees that it is familiar with the status of labour relations both at the Owner's Site and generally in the province of British Columbia and that contractors, subcontractors and suppliers working at, or supplying goods and services to or for the Site may at times be union or non-union. Seller shall carry out its obligations in a manner which ensures there are no labour problems, work stoppages or other labour disputes which might affect Purchaser and shall, if required or necessary, obtain written agreements with unions representing its employees or workers that non-affiliation rights in any collective agreement will not be exercised in connection with the provision of the Goods and Services.
 - Tidiness.** Seller shall at all times and at its sole cost keep the Site of its work in a clean and tidy condition to the satisfaction of Purchaser. On completion of the manufacture, supply and installation of the Goods and Services, all resulting rubbish and waste shall be removed from the Site by Seller and the Site left in a neat and clean manner. If Seller fails to comply with the foregoing, Purchaser may arrange for the clean-up and charge Seller for the costs of same.
 - Skill and Qualification.** Seller shall at all times employ sufficient properly qualified and skilled tradesmen to provide the Goods and Services continuously and expeditiously within the time limits prescribed in the P.O. Seller shall maintain good order and discipline among its workers engaged in the furnishing of the Goods and Services. Seller shall employ a competent supervisor, who shall be in attendance full time at the Site whenever any Services under the P.O. are performed at the Site and who shall not be changed without the prior written consent of Purchaser. If Purchaser is dissatisfied with the performance of any supervisor or worker, Seller shall forthwith at its sole cost replace that person with someone acceptable to Purchaser.
 - Shop Testing.** Goods furnished by Seller shall be shop tested by it and due notification shall be given to Purchaser's engineers, so that their inspector may be present. A certificate of shop test of the Goods shall be furnished to Purchaser's engineers whether or not their inspector was present at the test.
 - Builders liens.** Seller acknowledges it is familiar with the requirements of the Builders Lien Act of the Province of British Columbia and that the P.O. may be subject to the provisions of that Act. Seller agrees that it shall not register any claim of builders' lien against the Site without first giving Purchaser at least five business days' written notice of its intention to do so. If any liens are filed by anyone engaged by or through Seller in connection with the P.O., then Seller shall remove such liens within seven calendar days of receipt of notice to do so from Purchaser. Upon Seller's failure to do so, Purchaser may, but will not be obligated to, pay the amount of the lien into court, plus such amount as the court may order for security for costs, or Purchaser in its discretion may negotiate and settle the lien claim with the lien claimant and pay the lien claimant directly, in which case the full amount paid into court or paid to the lien claimant, as applicable, together with all costs of Purchaser associated therewith, shall be deducted from any amounts due to Seller or, if such amounts exceed the amount due, then Seller on demand shall immediately reimburse Purchaser for such payment. Seller agrees to and shall indemnify and hold Purchaser harmless from any and all costs, claims, damages, expenses and liabilities suffered or incurred by Purchaser arising out of liens filed by anyone engaged by or through Seller.
 - Performance and Payment Bond.** Where required on the face of the P.O., Seller agrees to and shall provide the performance or payment bond, or both if specified, within 10 days after receiving Purchaser's request therefor. Such bond must be executed by a surety company approved by Purchaser and in form, content and amount acceptable to Purchaser. The cost of the bond shall be borne by Seller.
29. **CURRENCY.** All prices stated in the P.O. are in Canadian dollars unless otherwise specified.
30. **ENGINEER.** Seller acknowledges that Engineer is authorized to act as Purchaser's representative in relation to the P.O. and shall comply with Engineer's direction in connection with the performance of the P.O. Whenever the P.O. set out rights which Purchaser may exercise, such rights may also be exercised by Engineer as agent of Purchaser.
31. **ASSIGNMENT.** Seller shall not subcontract or assign the whole or any part its obligations under the P.O. without the prior written consent of Purchaser. Such consent shall not, in any event, relieve Seller from any obligations or liabilities under the P.O., which shall continue in full force and to the same effect as if Seller and permitted assignee were jointly and severally liable to Purchaser for all obligations and liabilities of Seller under the P.O.
32. **WAIVER.** The waiver by Purchaser of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision, nor shall it be deemed a waiver of any provisions in any subsequent order.
33. **ENTIRE AGREEMENT.** The P.O. constitutes the entire understanding and agreement between Seller and Purchaser, and supersedes all prior negotiations, correspondence, quotations, communications and agreements, written or oral, and whether contained in Seller's proposal or otherwise. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations or agreements by Purchaser or any of its officers, agents or employees shall be binding on Purchaser unless expressly contained in the P.O. or expressly incorporated herein by reference, and no local, general or trade customs or previous course of dealing or performance shall alter or vary the terms hereof.

34. **APPLICABLE LAW.** The P.O. shall be deemed to be made in the Province of British Columbia ("B.C.") and governed by and construed in accordance with the laws of B.C. Seller hereby attorns to the jurisdiction of the courts of B.C. over any and all disputes, claims and causes of action between Purchaser and Seller arising in connection with the P.O. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the P.O.
35. **NOTICES.** All notices, statements and invoices to be given pursuant to the P.O. shall be in writing and sent by prepaid mail, by facsimile, by courier or by email to the addresses for Purchaser and Seller noted on the P.O. Seller shall send to Engineer a copy of all notices, statement and invoices given by it to Purchaser.
36. **ELECTRONIC EXECUTION.** Either party may transmit to the other party by electronic transmission (including email and fax) a copy of the P.O. executed by the party, the receipt of which electronic copy by the receiving party shall have the same force and effect as if the original thereof had been delivered to the receiving party at the same time, and which electronic copy shall be admissible against the sending party in any legal proceeding as evidence of the due and proper execution of the P.O. by the sending party.