THIESS MINING CANADA LTD.
PURCHASE ORDER TERMS & CONDITIONS

1. DEFINITONS AND BASIS OF PURCHASE ORDER

(1) Definitions. In this Purchase Order, the following definitions apply: (a) "**Acceptance**" or "**Accepted**" means either Goods Acceptance and/or Services Acceptance as defined in Section 3(3); (b) "**Deliver To Address**" is the address stated against 'Deliver To' on the front sheet of this Purchase Order; (c) **"Delivery"** means when: (i) the Vendor delivered the Goods to the Deliver To Address, (ii) the Goods are Defect free, except for minor Defects which in Purchaser's sole discretion are determined not prevent the Goods from being used for their intended purpose and not to prejudice the work of Purchaser or other contractors, (iii) the Goods passed all necessary tests (including commissioning tests), (iv) the Vendor obtained all certificates, licenses, consents, approvals and permits required and provided copies thereof to Purchaser, (v) the Vendor provided the required warranties under this Purchase Order to Purchaser, and (vi) the Vendor provided Purchaser all documents and other information required by the Promised Delivery Date, including those which are essential for the use, operation and maintenance of the Goods; (d) "**Dispute**" means any dispute or difference arising under or in connection with this Purchase Order, the supply of Goods, or performance of Services on which the Parties have failed to agree and which a Party chooses to pursue further resolution; (e) "**Goods**" means the goods identified under "Details" on the front sheet of this Purchase Order; (f) "**Governing Contract**" means an existing contract between Vendor and Purchaser for the purchase of the Goods and/or Services which governs the issue of individual purchase orders; (g) **"Owner"** means the entity whom Purchaser contracts with to manage all or part of a Project; (h) **"Project"** means any work that Purchaser takes on pursuant to a contract with an Owner; (i) "**Promised Delivery Date**" is the relevant date stated under 'Promised Delivery' on the front sheet of this Purchase Order; (j) "**Purchase Order**" means the front sheet and these Purchase Order Terms & Conditions; (k) "**Purchaser**" means the party identified on the front sheet of this Purchase Order to whom the Goods must be delivered to or the Services provided to; (l) **"Site"** means the land (including any structure or other facility on the land) upon, over, below or through which the Project is being constructed together with any adjacent or nearby land obtained or used by Purchaser for access purposes, temporary works or other activities in relation to the Project; (m) "**Services**" means the services specified under 'Details' on the front sheet of this Purchase Order; (n) "**Specification**" means drawings, specifications and/or other technical documents applicable to the Goods or Services and identified in this Purchase Order or otherwise provided by Purchaser to Vendor; (o) **"GST Act"** means the *Excise Tax Act (Canada) R.S.C. 1985 c.E-15*; (p) **"Tax Invoice"** means a tax invoice that meets the conditions of subsection 169(4) of the GST Act or where other similar federal or provincial tax is payable, the tax invoice that meets the condition of the applicable federal or provincial legislation imposing the tax; and (q) "**Vendor**" means the party to whom this Purchase Order is addressed, as identified on the front sheet of this Purchase Order.

(2) Addresses. The addresses of the parties are stated on the front sheet of this Purchase Order.

(3) Acceptance of Purchase Order. This Purchase Order will be deemed accepted by Vendor for the supply of the Goods and/or Services and its other obligations under this Purchase Order from Vendor's commencement of work relevant to the supply of the Goods and/or Services after receipt of this Purchase Order. No other terms and conditions apply unless a Governing Contract is expressly stated in the "Details."

(4) Other Terms. Any terms and conditions seeking to limit the liability of Vendor which may be contained in sales literature, tenders, quotations, information, notices, dockets, acceptance letters, tax invoices or any other documents are excluded and null and void.

2. GOODS AND SERVICES

(1) General. The Goods and/or Services to be supplied by Vendor are described in this Purchase Order. In connection with the supply of Goods and/or performance of Services, Vendor must: (a) provide sufficient and suitable resources to deliver the Goods and/or perform Services in a proper and workmanlike manner with due diligence and expedition; and (b) comply with any direction given by Purchaser.

(2) Goods Warranty. Vendor warrants that the Goods will (a) comply with any Specifications; (b) comply with all relevant laws, regulations, standards and statutory requirements; (c) be new (unless stated otherwise), of good merchantable quality, free of defects in design, material, and workmanship, and fit for their intended purpose; (d) be without variation and of even kind, quality, and quantity within each unit and among all units; (e) upon Delivery to Purchaser, be free of all liens, charges and other encumbrances; and (f) be supplied to Purchaser strictly in accordance with the terms of this Purchase Order, except to the extent that Purchaser may agree or direct otherwise in writing. Vendor's warranty for the Goods pursuant to this Section will commence on the date of Goods Acceptance (as defined below).

(3) Services Warranty. In respect of any Services to be performed, Vendor warrants that the Services will: (a) conform to the Specification; (b) be performed with adequate resources and with professional care, skill and diligence by appropriately trained, qualified, experienced, and, if applicable, licensed personnel; (c) comply with all laws and regulations (including as to health and safety); (d) comply with applicable site health and safety policies and procedures and all directions of Purchaser on site; (e) be fit for their intended purpose; (f) be performed in an effective, efficient, careful, skillful, diligent and safe manner; and (g) Vendor shall perform all Services required by Purchaser in accordance with the standard of care demonstrating a degree of skill and care ordinarily used by experienced and reputable contractors performing services of a similar nature, location, and conditions as those at the applicable site. Vendor's Services warranty pursuant to this Section will commence on the date of Services Acceptance (as defined below).

(4) Goods Defect. Vendor shall promptly repair, modify or replace, at Purchaser's election, all Goods that do not comply fully with the warranties set forth in Section 2(2) (a "**Goods Defect**") at no cost to Purchaser, except that if Vendor cannot repair, modify, or replace the Goods Defect such that the Goods Defect complies with the warranties within a reasonable time after Purchaser's or Vendor's discovery of the Goods Defect, Vendor shall (a) refund all amounts paid by Purchaser for the Goods Defect; (b) arrange and pay for the removal of the Goods Defect or pay Purchaser the reasonable costs incurred by Purchaser to remove the Goods Defect, including shipping costs; and (c) pay Purchaser (i) the difference between the amounts paid for the Goods Defect and the amounts paid by Purchaser for replacement goods (if the prices for replacement goods are higher than the amounts paid for the Goods Defect), and (ii) the reasonable costs incurred by Purchaser to install the replacement goods.

(5) Services Defect. If any Services are incomplete or do not comply fully with the warranties set forth in Section 2(3) (a "**Services Defect**"), Purchaser may require Vendor to cure the Services Defect, complete the Services, or re-perform the Services at no additional cost to Purchaser. Vendor must comply with such a request within 30 days' receipt of Purchaser's request. If the Vendor fails to remedy a Services Defect, Purchaser may have the Services Defect remedied (by itself or by other means) and the cost of doing so will be valued, and the Purchase Order adjusted accordingly.

(6) Manufacturer's Warranty. If Vendor is not the manufacturer or direct supplier of Goods to Purchaser, Vendor shall obtain from each manufacturer or supplier of such Goods such warranties with respect to quality, workmanship and performance as are generally made available for such types of Goods, including (a) warranties that the Goods shall strictly comply with any Specifications applicable thereto and be free from defects in design, material, and workmanship and fit for their intended purposes unless otherwise agreed in a written document signed by Purchaser; and (b) warranties that Vendor shall receive good and unencumbered title at the time title is transferred to Vendor. Any exclusions or limitations of liability in any manufacturer's or supplier's warranty will not apply as liability will be governed solely by the terms of this Purchase Order or the Governing Contract. The warranties on such Goods shall, at a minimum, extend for a period of 18 months from receipt of the Goods by Purchaser or 12 months from the date such Goods are placed in regular operation, whichever is earlier, and cover all repair and replacement costs and expenses associated with or incurred as a result of non-compliance with the Goods warranties. Vendor shall include appropriate language in Vendor's purchase orders for such Goods that makes each and every warranty obtained by Vendor run directly to Purchaser and permits Purchaser to enforce or pursue such warranties as if Purchaser had purchased the Goods itself. Vendor's obligations under this Section 2(6) shall in no way diminish, reduce, or otherwise relieve Vendor of, and shall be in addition to, its warranty obligations.

(7) Intellectual Property. Vendor grants Purchaser a transferable, perpetual, irrevocable, nonexclusive, worldwide, royalty free, and fully paid-up license, including the right to sub-license, to use, reproduce, distribute, and modify any Intellectual Property provided to Purchaser in connection with the Goods and/or Services. "**Intellectual Property**" means all current and future rights in copyrightable works (including software and source code), trade secrets, know-how, processes, trademarks (together with all goodwill associated therewith), domain names, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case, whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. Vendor indemnifies Purchaser against all actions, claims, demands and proceedings against Purchaser by any other person, and all losses, damages, costs, expenses and other liabilities suffered or incurred by Purchaser, arising from any failure by Vendor to receive necessary permissions from the moral right owner for the use, adaptation, change, modification, amendment, relocation, demolishment, or destruction of applicable work or services.

3. INSPECTION & TITLE TO GOODS

(1) Access to Records & Storage. Vendor must allow Purchaser and other persons authorized by Purchaser access at all reasonable times to: (a) any place where the Goods are being manufactured or stored; and/or (b) any quality assurance records or technical documentation relevant to the Goods.

(2) Inspection. Purchaser may inspect all Goods and/or Services. No such inspection or failure to inspect will affect the obligations of Vendor. Inspection and testing must be conducted to the satisfaction of Purchaser, otherwise Purchaser shall be entitled to reject the Goods and/or Services.

(3) Acceptance. Acceptance of Goods occurs when Purchaser has inspected and tested the Goods to the satisfaction of Purchaser after Delivery ("**Goods Acceptance**"). Delivery and Acceptance by Purchaser of the Goods does not constitute approval of the Goods. Acceptance of the Services occurs when Purchaser has inspected and tested the performance of the Services to the satisfaction of Purchaser after completion of the Services in their entirety or any agreed upon stage ("**Services Acceptance**"). Signature by or on behalf of Purchaser will not constitute Acceptance.

(4) Risk & Title. Subject to Purchaser's right to reject the Goods, property in and title to the Goods passes to Purchaser upon Delivery, but care, custody, control, and risk of loss in the Goods does not pass to Purchaser until Acceptance. Where the Goods are destroyed or damaged prior to Acceptance, Purchaser may cancel this Purchase Order and recover any money paid to Vendor. Vendor is responsible for the care and insurance of the Goods until Goods Acceptance. If loss or damage occurs to the Goods prior to the transfer of care, custody, control, and risk of loss, to Purchaser, then Vendor must promptly repair or replace such Good at Vendor's sole cost and expense, unless otherwise directed by Purchaser.

4. INSURANCE

(1) Insurance. Vendor shall procure and maintain insurance policies and minimum coverage limits that are typical for providers of goods and services similar to the Goods and Services, as follows: (a) Commercial General Liability ("**CGL**") including the following coverage extensions: (i) Contractual Liability, (ii) Premises Operations, (iii) Broad Form Property Damage, (iv) Products Liability and (v) independent contractors (as applicable). The limits of liability for such insurance shall be not less than $1,000,000 each occurrence and $2,000,000 general aggregate; (b) Automobile Liability ("**AL**") of not less than $1,000,000 each accident, covering "any auto," or covering all owned, non-owned and hired vehicles used in its operations; (c) Workers Compensation ("**WC**") at statutory limits as prescribed by applicable law where the work is being performed and Employers' Liability in the minimum amount of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease-each employee. Vendor will have attached to its policy an Alternate Employer endorsement naming Purchaser herein if Vendor is leasing employees or is a professional employee organization.

(2) Certificates. Certificates of insurance shall be provided upon request by Purchaser. Vendor shall cause its insurers providing liability insurance to include as additional insureds Purchaser, Owner, and any other party as may be specifically required, to the maximum limits of liability coverage carried by Vendor. Vendor shall cause its liability insurance policies to contain a waiver of subrogation in favor of Purchaser and Owner.

(3) Primary and Non-Contributory. These insurance requirements shall support, but shall not limit, Vendors' duties, obligations, and liabilities under any other provision of this Agreement. Vendor's insurance shall be regarded as primary insurance and non-contributory to insurance maintained by Purchaser and/or Owner.

5. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

(1) Delivery Date. Unless agreed otherwise in writing by Purchaser, Vendor must deliver the Goods on, and/or perform the Services by, the Promised Delivery Date. The Promised Delivery Date may be extended by Purchaser pursuant to Section 6(1).

(2) Delivery of Goods. In respect to Goods, Vendor must: (a) liaise with Purchaser prior to the Promised Delivery Date to confirm the arrangements for Delivery; (b) label the Goods as directed by Purchaser; (c) store the Goods until the date and time arranged with Purchaser for the Delivery; (d) deliver the Goods packaged as reasonably required by Purchaser and in accordance with all applicable laws and regulations; and (e) deliver the Goods to the Deliver To Address on the Promised Delivery Date and at the time arranged with Purchaser.

(3) Delivery Docket. At the time of Delivery, Vendor must provide Purchaser with a delivery docket in duplicate setting out the details of the Goods delivered and Accepted by Purchaser, for signature by Purchaser and Vendor must retain one copy so signed.

(4) Completion of Services. Completion of the Services will have occurred only when Vendor has fully delivered all Services, including all relevant deliverables, and received Purchaser's Services Acceptance ("**Services Completion**").

(5) Prior Performance. If at Purchaser' request, Vendor Delivers Goods and/or performs any part of the Services before the effective date of this Purchase Order, then: (a) the terms of the Purchase Order apply to any such goods and/or services; (b) the terms on which any goods and/or services were performed are superseded by the terms of the Purchase Order; and (c) any payments made to Vendor by Purchaser in connection with any such goods and/or services before the effective date will be treated as payments under this Purchase Order.

6. VARIATION

(1) Variation Procedure. The parties acknowledge and agree that Purchaser may direct: (a) a change to the Goods and/or Services; or (b) additional Goods and/or Services (each a "**Variation**"). No Variation shall invalidate the Purchase Order. In the event of a Variation, Vendor must comply with the direction. The parties will use best efforts to agree to new rates or prices for the changed or additional Goods and/or Services relevant to the Variation. If the parties are unable to agree to new rates or prices within 10 business days, Purchaser may determine reasonable new rates or prices for the Variation. The Variation and such new price will be deemed to form part of this Purchase Order.

7. DELAY

(1) Notice of Delay. Vendor must give immediate notice to Purchaser upon becoming aware of any event or circumstance likely to delay Delivery of the Goods and/or performance of the Services by the Promised Delivery Date.

(2) Purchaser Rights. Purchaser: (a) is entitled at any time in its absolute discretion to grant a reasonable, in the circumstances, extension of time to the Promised Delivery Date; but (b) is not obligated to grant an extension of time to the Promised Delivery Date, except to the extent that Vendor is delayed in delivering the Goods and/or performance of the Services by the Promised Delivery Date by a wrongful act of Purchaser.

(3) Vendor Duties. Vendor must: (a) take all practical steps to avoid or minimize any delay to the Promised Delivery Date; and (b) where a delay does not cause the Promised Delivery Date to be extended, take whatever action is necessary to deliver the Goods and/or perform the Services by the Promised Delivery Date.

8. PAYMENT

(1) Rates. The rates stated in this Purchase Order include all costs, expenses, royalties and license fees, taxes, customs duties, fees or charges of any kind in the supply of Goods or performance of Services, including charges and expenses in connection with the packaging, marking, crating, handling, shipping, and transportation of such Goods and their carriage to the Deliver To Address for Vendor. Accordingly, the aggregate price of Goods and/or Services delivered to and Accepted by Purchaser under the Purchase Order will be: (a) an amount calculated by multiplying the relevant quantity and rate for the Goods stated in this Purchase Order; (b) plus an amount stated in the Purchase Order for Services performed to Purchaser's reasonable satisfaction; (c) less the reasonable costs incurred by Purchaser in curing any default by Vendor of its obligations under this Purchase Order; (d) less the amount of any costs, losses or damage suffered by Purchaser if Vendor does not fulfil its obligations under this Purchase Order or otherwise.

(2) Invoices. If Vendor's employees and subcontractors have been paid all amounts due and payable to them and Vendor has complied with the terms of the Purchase Order in all respects, Vendor may invoice Purchaser: (a) if regarding Goods, on the last day of each month following Goods Acceptance; or (b) if regarding Services either (i) on the last day of each month while Services are ongoing, or (ii) on the last day of the month following Services Completion. All invoices must include a Tax Invoice showing the date, place of supply, and the calculation of any GST/HST applicable to the Goods and/or Services. Purchaser shall only pay for Goods and/or Services after receipt of valid invoice in accordance with this Purchase Order.

(3) Timing. If Vendor submits an invoice earlier than as specified in Section 8(2), such invoice shall be deemed to have been submitted as of the date specified in Section 8(2). Vendor waives its right to the payment of any invoices that have been received for the first time by Purchaser more than six (6) months after the provision of the Goods and/or Services to which such invoice refers. Purchaser shall pay all undisputed amounts within sixty (60) days after receipt of the invoice. All invoices must be emailed individually to CAThiessAPInvoice@thiess.com.au (i.e., one invoice attachment per email).

(4) Proof of Payment. Purchaser reserves the right to request and receive proof of payment by Vendor to all required employee benefit funds, labor organizations (including fringe benefits, monthly dues, or any other assessments), trusts, tax authorities, sub-subcontractors, suppliers, laborers, and other creditors at any time and prior to making any payments with respect to the Goods and/or Services.

(5) Payment Term. Subject to Sections 9, 10, and 16, and unless stated or agreed otherwise, payment of undisputed amounts will be made within the payment term set out in this Purchase Order (calculated from the end of the month in which the applicable invoice was received), but if the applicable invoice is not dated or is received by Purchaser more than 7 days after it is dated, the date of invoice will be deemed to be the date that such invoice is received by Purchaser.

(6) Form of Payment. At Purchaser's discretion, payment will be made by electronic funds transfer or by check.

(7) Currency. Unless expressly stated otherwise, all amounts stated in this Purchase Order and all payments made pursuant to this Purchase Order will be in Canadian dollars (CAD).

9. DEFAULT

(1) Purchaser Mitigation. Without limiting Purchaser's rights under Section 10, Purchaser may, at its discretion and without obligation, cure or mitigate a failure on behalf of Vendor and Vendor shall promptly reimburse Purchaser for any costs and expenses incurred by Purchaser in connection with such cure or mitigation if Vendor fails to:

(a) deliver the Goods and/or perform the Services in accordance with the requirements of this Purchase Order;

(b) promptly and properly repair, modify, or replace any Defects, or re-perform any defective or incomplete Services or make good any damage or loss for which Vendor is responsible;

(c) remove rubbish or other items belonging to Vendor from the Deliver To Address; and/or

(d) comply with any other obligation it has under this Purchase Order (including failing to deliver the Goods or perform the Services by the Promised Delivery Date).

(2) Offset. Purchaser may otherwise offset any cost, loss and damage that Purchaser has incurred or is likely to incur as a result of Vendor's default in accordance with Section 8(1)(c).

10. TERMINATION

(1) For Cause. In the event that: (a) Vendor fails to comply with its obligations under this Purchase Order (including failing to deliver the Goods or perform the Services by the Promised Delivery Date); (b) in Purchaser's opinion, Vendor is or is likely to (i) become bankrupt or insolvent or take any corporate action or other steps towards liquidation, winding up or dissolution; (ii) make any bankruptcy administration order, or appoint a receiver, administrator, trustee or similar officer over all or any material part of the Vendor's revenues, assets or business; (iii) have an order made against it for the winding up, dissolution or liquidation, or any analogous or equivalent proceedings by whatever name in whatever jurisdiction; or (iv) be generally

unable to pay its debts as they become due or stop, suspend or threaten to stop or suspend payment of all or a material part of its debts or make a general assignment of its assets for the benefit of its creditors; or (c) Vendor dies, then Purchaser, may at its sole discretion, terminate this Purchase Order.

(2) For Cause Remedies. Upon termination under Section 10(1): (a) Purchaser will be liable only for those amounts which are due and payable for Accepted Goods Delivered and/or Accepted Services performed as of the date of such termination; (b) Purchaser may otherwise offset any cost, loss, and damage that Purchaser has incurred or is likely to incur as a result of such termination in accordance with Section 8(1)(c); and (c) Purchaser shall be entitled to seek all rights and remedies at law and in equity arising out of such termination.

(3) Without Cause. Purchaser may notify the Vendor that the Goods and/or Services are no longer required at any time and elect to terminate this Purchase Order. Upon receipt of such notice, Vendor shall cease the Delivery of Goods and the performance of Services and, as Vendor's sole and exclusive remedy, Purchaser shall pay Vendor for those amounts which are due and payable due and payable for Accepted Goods Delivered and/or Accepted Services performed as of the date of such termination .

11. CONFIDENTIAL INFORMATION

(1) Confidential Information. Details of the Purchase Order and all information provided by Purchaser are confidential and, except to the extent that disclosure of such details or information is: (a) required by law to be communicated to a person who is authorized by law to receive that information provided notice of such required communication has been given to Purchaser; or (b) made to a person (including a secondary subcontractor) for the purpose of enabling that person to supply the Goods and/or perform any of the Services in relation to the Purchase Order (subject to that person being bound by confidentiality undertakings no less favorable to Purchaser than this Section 11(1)). Vendor must not disclose such details or information to a third party without the prior written consent of Purchaser. This obligation will survive the completion of the Purchase Order and any termination of the Purchase Order and will stay in effect and remain enforceable by Purchaser for a period of five (5) years from the date of such completion or termination.

(2) Publication. Vendor must not issue for publication any information concerning the Goods and/or Services, the Purchase Order, or the project in any media without the written consent of Purchaser. Vendor must refer to Purchaser any enquires from any media concerning such publications.

12. COMPLIANCE WITH LAWS AND REGULATIONS:

(1) Laws. Vendor must comply with all statutory requirements, regulations, authority requirements, ordinances and any government codes applicable to the Services.

(2) Construction Act. Notwithstanding any other provision of the Purchase Order and if applicable to the Goods and/or Services, Vendor must comply with the *Ontario Construction Act, R.S.O 1990, c. C. 30* or analogous legislation enacted in any other relevant province. Vendor shall immediately provide Purchaser a copy of any written communication in relation to such act, including if received by a secondary contractor. Vendor indemnifies Purchaser against all claims, losses, actions, damages and costs (including legal costs) and expenses whatsoever arising out of or in connection with a failure to comply with this Section 12(2) and all liens, claims made, or liability incurred by Purchaser as a result.

(3) Industrial Relations. Subject to the provisions of the Purchase Order, Vendor is responsible for the following in a manner that does not adversely affect Purchaser or the Services: (a) complying with legislative industrial relations requirements; (b) all industrial relations matters relevant to persons engaged on the Services; (c) maintaining good industrial relations with persons engaged on the Services; and (d) establishing, maintaining and implementing industrial relations policies in order to meet its industrial relations responsibilities.

13. SECURITY & LIENS

(1) Liens. If and to the extent permitted by the law of the Province at the Site, Vendor: (a) expressly waives and releases any right that it may have to file liens against the Site with respect to payments it claims to be due for performing Services at the Site or for the relevant project; (b) shall obtain the same waiver from each subcontractor in writing; (c) shall provide Purchaser with such written lien waivers when and in such forms as Purchaser may be required to provide under its contract with Owner; (d) shall withdraw, remove or cause to be withdrawn or removed any lien or notice of lien asserted or threatened by Vendor or a subcontractor with respect to any payments claimed to be due for performance of the Services; and, (e) shall defend, indemnify and hold Purchaser harmless against any lien, notice of lien or claim on the lien asserted by Vendor or a subcontractor and related costs (including, but not limited to attorneys' fees) that Purchaser may incur.

14. TAXES

(1) Vendor Taxes. Vendor shall be solely responsible for any and all sales, use, excise, gross receipts or similar taxes as may be imposed on or in connection with Vendor's provision of Goods and/or Services to Purchaser under this Purchase Order (or Purchaser's initial use, consumption or storage of such Goods or Services), irrespective of the party upon whom such taxes are imposed under applicable law. Vendor shall timely calculate, report and pay such taxes to each tax authority. If Purchaser is required to report and pay any such taxes under applicable law, Vendor shall promptly pay or reimburse such taxes to Purchaser upon Purchaser's request. Vendor and Purchaser shall cooperate in good faith in order to identify and claim any available exemptions, deductions, or exclusions from such taxes as may be available under applicable law.

(2) Taxable Supply. Vendor represents, warrants, and covenants that it is and will remain registered under the GST Act and that each supply made by Vendor under this Purchase Order is a taxable supply. Purchaser shall pay the GST/HST as specified in the Tax Invoice, provided that Vendor is registered for GST/HST remittance.

(3) GST/HST. Other than GST/HST, all prices stated in the Purchase Order are inclusive of all taxes for which Vendor is responsible under applicable laws.

(4) Tax Invoice. It is a precondition to payment that Vendor has issued a Tax Invoice for the Goods and/or Services showing the date and place of supply of the Goods and the calculation of any GST/HST, customs duty, excise or other tax, charge or levy applicable to the Goods and/or Services.

(5) Non-Resident. Vendor represents and warrants that it is not a "non-resident" within the meaning of *Income Tax Act R.S.C. 1985*, as amended (the "**Income Tax Act**"). If Vendor cannot make such representation and warranty or becomes a "non-resident" for the purposes of the Income Tax Act, then Vendor acknowledges that Services performed in Canada by Vendor may be subject to withholding taxes and that Purchaser is required to withhold tax at the applicable rate from the payments made to Vendor pursuant to this Purchase Order, in compliance with section 153(1)(g) of the Income Tax Act and section 105 of the Income Tax Act regulations, as may be amended from time to time. If Vendor successfully applies to the CRA for a waiver of the withholding tax and delivers to Purchaser a copy of the letter from the CRA granting such waiver, Purchaser shall release the amount specified in the waiver to Vendor. When the total amount shown in the CRA letter has been released, Purchaser shall recommence withholding the tax until Vendor obtains and provides Purchaser with another waiver from CRA. At no time shall Purchaser be required to release to Vendor an amount greater than the amount specified in the applicable waiver granted by CRA. For all Services performed in Canada by a non-resident Vendor shall ensure each invoice issued to Purchaser identifies the portion of the Services performed in Canada and the value of such Services. If Vendor is or becomes a "non-resident" for the purposes of the Income Tax Act, Vendor shall ensure each invoice issued to Purchaser identifies the portion of the Services performed in Canada and the value of such Services.

15. LIMITATION OF LIABILITY & INDEMNIFICATION

(1) Limitation of Liability. Purchaser's liability to Vendor howsoever arising in connection with the Purchase Order or Services shall not exceed, in the aggregate, the value of the Goods and/or Services to be supplied under the Purchase Order.

(2) Consequential Damages Disclaimer. Notwithstanding any other provision in the Purchase Order or elsewhere, Purchaser shall not be liable to Vendor, or anyone claiming by, through or under Vendor, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis, for: (i) special, indirect, incidental, exemplary or consequential loss or damage; (ii) loss of use, whether complete or partial, of existing equipment or facilities of Vendor, secondary subcontractors or third parties; (iii) loss of product; (iv) loss of actual or anticipated revenue or profit; (v) overhead; (vi) loss of any contract or opportunity that may be suffered by Vendor, secondary subcontractor or third parties; or (vii) other such claims arising from any cause whatsoever.

(3) Indemnification. Vendor agrees to release, protect, indemnify, and hold Purchaser, including any and all companies, current or in the future, that become an affiliate, division, subsidiary, JV of Purchaser, and any Owner and its affiliates, and each of their respective officers, directors, shareholders, members, managers, partners, employees, and agents, harmless from and against any and all claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorneys' fees (collectively, "**Claims**") arising from or in any way connected with (a) any loss or damage to property, personal injury or death directly or indirectly caused by Vendor or its affiliates or subsidiaries, or any of their respective officers, directors, shareholders, members, managers, partners, employees, contractors, subcontractors, vendors, agents, and invitees (collectively, "**Vendor Group**"); (b) any negligent or wrongful act or omission of Vendor Group; (c) the infringement, misappropriation, or other violation of any Intellectual Property rights relevant to or in any way connected with the Goods (including the use of the Goods) and/or Services; (d) a breach of the representations, warranties, or covenants in the Purchase Order by Vendor; or (e) a breach of any laws or regulations by Vendor Group in connection with the Purchase Order. The obligations of this Section 15(3) shall apply regardless of the amount of insurance coverage held by Vendor, including any such coverage under any workers' compensation act, disability act, or other employee benefit act, or any other applicable law or regulation that would limit the amount or type of damages, compensation or benefits payable by or for Vendor, and shall be both independent of and not limited by or to any insurance carried or provided by Vendor pursuant to the Purchase Order or otherwise. Vendor acknowledges that the provisions of this Section 15(3) have been expressly negotiated.

16. MISCELLANEOUS

(1) Code of Conduct. Vendor acknowledges that Purchaser has a Code of Conduct ("**Code**") that sets out guidelines on how Purchaser and its business partners (including Vendor) should behave in doing business. Vendor must conduct its business in a proper manner, including full compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics (including those acceptable business ethics and applicable standards of conduct outlined in the Code.

(2) Modern Slavery. Vendor represents, warrants, and covenants that: (a) there is no outstanding investigation of it in relation to Modern Slavery and it has not been convicted of any offence under the Modern Slavery Legislation; and (b) it will not cause Purchaser to breach the Modern Slavery Legislation, whether as a result of a breach of the Agreement by Vendor or any other default, act or omission of Vendor or any person for whom Vendor is responsible in connection with the Agreement or otherwise. Vendor must comply (and ensure that any third party providers comply) with any requests made by Purchaser to provide any assistance, information, documents or interview any person as required by Purchaser to enable Purchaser to discharge any obligations arising under the Modern Slavery Legislation. In this Section 16(2), "**Modern Slavery Legislation**" means the *Canadian Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023, c. 9*, the *Australian Modern Slavery Act 2018 (Cth)* and any other similar and applicable laws of Canada. "**Modern Slavery**" means any form of forced labor, human trafficking, child labor, slavery, servitude, debt bondage, or exploitation, whether occurring within the Canada or abroad.

(3) Assignment. Vendor shall not assign, subcontract or otherwise dispose of (in whole or in part) this Purchase Order or any interest in or obligation hereunder without the prior written consent of Purchaser. Any assignment by Vendor not in compliance with this Section 16(3) shall be null and void. This Purchase Order is binding upon the parties hereto and upon their respective successors and permitted assigns.

(4) Independent Contractor. In the performance of the Services or Delivery of the Goods hereunder, Vendor shall be an independent contractor and neither Vendor nor anyone used or employed by Vendor shall be deemed, for any purpose, to be the agent, servant or representative of Purchaser. Purchaser shall have no direction or control of Vendor or its employees and agents except as expressly set forth in this Purchase Order.

(5) Governing Law. The Purchase Order is governed by and must be construed according to the law applying from time to time in force in the province of Ontario, and the federal laws of Canada applicable therein, without giving effect to any conflict of laws principles in such province.

(6) Precedence. In the event that the terms in Sections 1 to 16 conflict with any other terms stated in this Purchase Order including any special conditions then such other terms or special conditions will take precedence to the extent of the conflict.

(7) Merger. This Purchase Order and, if applicable, the Governing Contract constitute the entire agreement between Vendor and Purchaser with respect to the Goods and/or Services and supersedes any prior or contemporaneous oral or written agreements or communications between the parties related to the subject matter hereof. Unless stated otherwise in the "Details", there are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly set out herein. If applicable, the terms and conditions of the Governing Contract shall take precedence over the terms and conditions of this Purchase Order to the extent of the inconsistency.

(8) Severability. Should any of the terms and conditions of this Purchase Order be found as a matter of law to be invalid, such finding shall not have the effect of invalidating the remainder of this Purchase Order, and the terms or part thereof as to which such finding of invalidity is made shall be interpreted to allow only such terms as are allowed or permitted by law.

(9) Remedies. The remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right of remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy.

(10) Arbitration. The parties to the Dispute agree to be bound by the selection of arbitrators and to settle the Dispute exclusively by binding arbitration in accordance with the procedures within this Section 16(10). In the conduct of the arbitration, the arbitrator(s) will follow the Domestic Arbitration Rules of the ADR Institute of Canada. The parties to the Dispute will select a single arbitrator. If the parties fail to agree on an arbitrator within 45 calendar days after initiating a written demand for arbitration, then the arbitrator will be chosen by the ADR Institute of Canada. The arbitrator will arbitrate the Dispute in Toronto, Ontario and issue an award. Notwithstanding anything to the contrary in this Purchase Order or any rule of the ADR Institute of Canada which may be or be construed to the contrary, the parties hereto agree that the arbitrator shall have no authority to determine and dispose of any claim and counterclaim, or any part thereof, pursuant to motions for summary adjudication or any other such "dispositive motion" procedure. The arbitrator shall have the authority to issue interim or final injunctive relief. If so requested by Purchaser, Vendor must cooperate with Purchaser regarding the consolidation of proceedings between Purchaser and Vendor with proceedings between Purchaser and any other person relating to similar matters or issues. Despite the existence of a Dispute, Vendor must continue to perform the Services and otherwise comply with its obligations under the Purchase Order. The award of the arbitrator will be final, binding and non-appealable. Judgment on the award may be entered in any state, provincial, territorial or federal court having jurisdiction.

(11) Amendments. This Purchase Order may be altered, amended, or revoked only by an instrument in writing signed by both parties.

(12) Survival. The terms and conditions of this Purchase Order shall survive the expiration or termination of this Purchase Order to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.