



PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

- 1.1. "Applicable Laws" means all legislation, statutes, codes, standards, laws, rules, orders and regulations in effect from time to time and made by governments, governmental boards or agencies having relevant jurisdiction.
- 1.2. "Code" means the *Internal Revenue Code of 1986* (United States) and the regulations thereunder, each as amended.
- 1.3. "Contract Documents" means these terms and conditions and the attached Purchase Order along with any Work, plans, drawings or specifications referred to therein or attached as schedules thereto or any other document to which these terms and conditions are incorporated by reference.
- 1.4. "Damages" means claims, demands, losses, costs (including but not limited to legal fees), damages, actions, suits or proceedings.
- 1.5. "Delivery Date" means the delivery date agreed to in the Purchase Order.
- 1.6. "Destination" means the final destination for the Work agreed to in the Purchase Order.
- 1.7. "Goods" means any and all goods, materials, supplies, equipment, methods, processes, designs, information, and any other items or things (whether tangible or intangible) provided by the Supplier to CMI.
- 1.8. "CMI" means CMI Management Inc. and its affiliates as identified on the Purchase Order.
- 1.9. "Indemnified Parties" means CMI and its respective directors, officers, employees, parents and subsidiaries of any tier, representatives, agents, successors and assigns.
- 1.10. "Installation" means the assembly, final placement, and/or construction of the Work at the Destination.
- 1.11. "Party" means a party to the Purchase Order.
- 1.12. "Policies" has the meaning set out in section 11.
- 1.13. "Purchase Order" means any agreement, work order/authorization, purchase order or other requisition document, whether verbal or written, electronic or paper in respect of any Work requested by CMI and accepted by the Supplier.
- 1.14. "Services" means any and all services the Supplier performs for CMI.
- 1.15. "Site" means wherever the Supplier conducts Work at the Destination.
- 1.16. "Supplier" means the party whom CMI has requested provide the Work.
- 1.17. "Work" means the Goods and/or Services set out in the Purchase Order.

2. Acceptance.

- 2.1. These Purchase Order Terms and Conditions form part of any Purchase Order in respect of any Work requested by CMI and accepted by the Supplier. The Supplier's written acceptance of the Contract Documents, its electronic acceptance through any online vendor management system, the shipment of any Goods or performance of any Services shall constitute acceptance by the Supplier of the Contract Documents.
- 2.2. If CMI and the Supplier have entered into a master goods and services agreement or any other form of agreement in writing which applies to the Work ("**Other Agreement**") then, in the event of a conflict or inconsistency between any terms of the Other Agreement and these Purchase Order Terms and Conditions, the applicable terms of such Other Agreement shall take priority over these Purchase Order Terms and Conditions. Otherwise, the Contract Documents constitute the entire agreement between CMI and the Supplier with respect to the provision of the Work and supersedes all prior communications and agreements (whether oral or written). For greater certainty and notwithstanding any other term herein, any terms and conditions stated in any invoice, acknowledgement, work ticket or other communication issued by the Supplier in connection with the Contract Documents shall not apply whatsoever except for record and accounting purposes and in such case only to the extent that such terms do not conflict with the terms of the Contract Documents. These Purchase Order Terms and Conditions shall govern in the event of any conflict with the terms or conditions of any other document forming part of the Contract Documents.

3. Price and Payment.

- 3.1. All prices are quoted in United States Dollars, unless otherwise stated. Provided the obligations of the Supplier under the Contract Documents have been satisfied, all payments will be made within 60 days after receipt of invoice unless otherwise stated. The Supplier warrants that the prices set forth in the

Contract Documents are complete and that no additional charges of any type, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating will be added without CMI's prior written consent. Unless otherwise specified, all prices will be FOB the destination specified by CMI.

- 3.2. Any indebtedness of the Supplier to CMI under the Contract Documents or any other agreements may, at CMI's option, be credited against the indebtedness of CMI under the Contract Documents.
4. **Covenants, Representations and Warranties.** The Supplier covenants to perform the Services in a competent and professional manner and to a standard of care, skill and diligence maintained by persons providing similar services. The Supplier acknowledges that it may be required to proceed with its Work simultaneously with others and agrees to cooperate with all others with a view to obtaining maximum efficiency and orderly and timely performance of the Services. The Supplier warrants that it has and will maintain an adequate quality control system with respect to the production, manufacturing, supply and delivery of the Work and that it creates and maintains adequate quality control reports, certificates, affidavits, and other such records in relation thereto. The Supplier agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance and subcontractor and Supplier warranty certificates, as applicable, all in a form acceptable to CMI. The Supplier shall promptly repair or replace (at CMI's sole discretion) any defects in material or workmanship which arise within a period of one (1) year from the Delivery Date. Additional warranties as set out in any Schedules to these Purchase Order Terms and Conditions shall apply. If the Supplier should, in the opinion of CMI, neglect to repair or replace such defects in a timely fashion, CMI may, at its own option, cause such defective Work to be replaced or make good such deficiencies and charge the cost thereof to the Supplier.
5. **Shipment, Delivery and Acceptance.** Unless otherwise agreed to, the Supplier will arrange and pay for the delivery to the Destination and ensure the Work arrives at the Destination on or prior to the Delivery Date. The Supplier agrees that CMI shall have the right to have the Work inspected, tested and/or audited, as the context requires, either before shipping or within a reasonable time after delivery. If conducted prior to shipping, such inspection, test and/or audit shall be performed by CMI or its agent during normal business hours, upon reasonable notice and at no additional cost to CMI. The Supplier shall provide all necessary assistance and the facilities reasonably required to perform such inspection. Upon completion of the inspection, CMI may give the Supplier notice of rejection or revocation of acceptance, as the context requires, notwithstanding any payment, passage of title, approval or prior test or inspection conducted by a person other than CMI or its agent. Under such circumstances, CMI will have the right, in addition to any other rights and remedies it may have, in its sole discretion: (1) to return any and /or all non-conforming Work to the Supplier for replacement, reimbursement, credit, or repair; (2) to require the Supplier to rework, repair, and / or replace the defective Work with all costs associated therewith to be charged to and be paid by the Supplier; or (3) to hold any or all non-conforming products and/or materials, at the Supplier's risk and expense, until they can be repaired, replaced or disposed of in accordance with CMI's instruction. Neither the inspection, testing, nor auditing of the Work, nor the failure to do so, shall constitute acceptance of the Work, relieve the Supplier from any obligation under the Contract Documents or limit, revoke or waive any right or remedy of CMI with respect to the Supplier's performance hereunder.
6. **Import/Export Compliance.** Transferable credits or benefits associated with the Work, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to CMI unless prohibited by Applicable Laws. The Supplier will provide CMI with all information and records relating to the Work necessary for CMI to: (1) receive such benefits, credits, and rights; (2) fulfill any customs obligations, origin of making or labeling requirements and certification or local content reporting requirements; (3) claim preferential duty treatment under applicable trade preference regimes; and (4) participate in any duty deferral or free trade zone programs of the country of import. The Supplier will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of the Work, including obtaining any required licenses or approvals and, unless otherwise agreed to between the Parties elsewhere in the Contract Documents, the payment of all associated fees, duties and taxes not included in the Purchase Order or attached Schedules.
7. **Excise Tax and Custom Duty Remission.** Upon request of CMI, the Supplier shall furnish to CMI any customs duty and excise tax remission claims available to the Supplier in connection with the export by CMI of any products imported by the Supplier and provided to CMI under the Contract Documents, or incorporating, or manufactured by CMI from, such products. Without limitation, the Supplier will (i) provide all information with respect to such imported products necessary to complete any such customs duty and excise tax remission claims by CMI, including U.S. Internal Revenue Service (IRS) identification numbers, dates of entry, quantities and description of goods, custom values, and rates and amounts of custom duties and excise tax paid by the Supplier, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with CMI's remission claims.
8. **Other Taxes and Fees.** The Supplier shall pay all income taxes, sales, goods and services taxes and other taxes, charges and contributions, license fees or other fees now or hereafter imposed on the Work or on any materials, service, work or product furnished under or in connection with the Contract Documents or upon the compensation paid by the Supplier to its employees. The Supplier agrees to indemnify and hold harmless CMI and its directors, officers and employees against any Damages suffered by CMI or its directors, officers and employees by reason of the Supplier's failure to comply with this section.

9. **Liens.** The Supplier agrees to keep the Site and CMI's assets and property free from all liens and encumbrances arising out of or related to its provision of Work and, if the Supplier fails to do so CMI may make such payments on the Supplier's behalf as are necessary to release the location, assets or other property from the lien and/or encumbrance. The amount of any payment made by CMI, including all reasonable associated costs, expenses, and fees, under this paragraph shall be a debt due and payable by the Supplier to CMI, and CMI may deduct an amount equal to the debt from any payment that may be or become due and owing by CMI to the Supplier under the Contract Documents.
10. **Site Clean-Up.** The Supplier shall maintain a clean Site and will be responsible for clean-up and removal of any of the Supplier's equipment, materials, garbage or tools.
11. **Policies and Applicable Laws.** The Supplier shall comply, and shall ensure that its personnel and subcontractors comply with all applicable Policies, procedures, and guidelines set forth by CMI and Dexterra Group Inc., as amended from time to time, relating to matters of conduct and ethics, health, safety, and the environment, drug and alcohol, respectful workplace, workplace violence and IT acceptable use ("**Policies**"), accessible at Dexterra Group Inc.'s website <https://dexterra.com> and also available from CMI upon request. The Supplier, by its acceptance of the Contract Documents and commencement of the Work, confirms it has been given a copy of or access to CMI's Policies and guidelines which are applicable to the performance of the Contract Documents and the Work.
12. **Supplier's Indemnity.** The Supplier will indemnify, defend and hold harmless the Indemnified Parties from and against any and all Damages involving the following: (i) Any actual or alleged infringements of any patent, trademark, copyright or other intellectual property or proprietary right in connection with the Work; (ii) Injury or death to any person or damage to or destruction of any property (including loss of use thereof), or any other damage or loss by whomsoever suffered resulting from or arising out of or in connection with the Work, except to the extent of the gross negligence of any one or more of the Indemnified Parties; (iii) Any failure by the Supplier to comply with the requirements of the Contract Documents. The foregoing obligations of the Supplier will not be affected or limited in any way by any insurance required under the Contract Documents.
13. **Infringement.** The Supplier warrants that all concepts, designs, and information provided to CMI will not infringe any trade secret, trademark, copyright, patent, confidential knowledge, moral rights, or other intellectual property rights of a third party.
14. **Ownership of Intellectual Property.** Any and all designs, ideas, models, processes and materials that are made or developed in conjunction with the Work shall remain or become the property of CMI.
15. **Rental Equipment.** To the extent the Work requires the type of rental equipment available from CMI, the Supplier agrees to procure such rental equipment from CMI.
16. **Prime Contract.** With respect to any contract between CMI and its client ("**Prime Contract**"), the Supplier assumes all obligations that CMI assumes with respect to its client regarding the Work. Notwithstanding the foregoing, the payment and dispute resolution provisions contained in the Prime Contract are specifically excluded from the Contract Documents. CMI shall have the benefit of all rights, redress and remedies against the Supplier that its client has against CMI under the Prime Contract. The Prime Contract, if applicable, is available upon request. Your acceptance of the Contract Documents operates as a deemed acceptance of the terms of any Prime Contract. Where any deviation and/or discrepancy exists in the wording between the applicable provisions of any Prime Contract and the Contract Documents, the Prime Contract shall supersede.
17. **Liquidated Damages.** The Supplier will be responsible for any liquidated damages required to be paid by CMI in the Prime Contract attributable to the Supplier's failure to commence and complete the Work in accordance with the Contract Documents.
18. **Limitation of Liability.**
 - 18.1. Notwithstanding anything else in the Contract Documents, CMI will have absolutely no obligation or liability to the Supplier, or any of its affiliates or other subcontractors, or their respective directors, officers, agents, consultants, shareholders, employees or representatives in connection with the Contract Documents or the performance, breach, non-performance or purported performance of the Contract Documents, that is in excess of the amounts paid by CMI under the Contract Documents to the Supplier in the three (3) months preceding the event which first gave rise to the liability and/or claim, whether as liquidated damages, penalties, fines, reimbursements, Damages or otherwise, and whether pursuant to any indemnity, negligence, breach of contract or any other claim or cause of action, whether at law or in equity.
 - 18.2. Notwithstanding anything to the contrary in the Contract Documents or Applicable Laws, CMI shall not be liable to Supplier for, and Supplier hereby releases CMI for, lost profits or revenues, loss of goodwill, loss of use, loss of bargain, cost of capital, lost production, lost business opportunities or the cost of obtaining or maintaining financing (in all case whether direct, indirect or consequential) or such other special, punitive, aggravated, indirect or consequential Damages or expenses of whatever nature which arise out of or relate to CMI's performance or failure to perform pursuant to the Contract Documents, whether arising in contract, tort, including negligence or otherwise.

19. Insurance. The Supplier shall, at its own expense, obtain and maintain during the term of the Purchase Order:

- 19.1. Commercial general liability insurance of not less than five million dollars (\$5,000,000.00) per occurrence covering bodily injury, death and property damage, including products and completed operations liability, blanket contractual liability, personal injury liability and broad form property damage coverage, as applicable;
- 19.2. Business automobile coverage with a limit of not less than two million dollars (\$2,000,000.00) per accident. Coverage shall include any auto (whether owned, non-owned, or hired);
- 19.3. All risk property insurance covering loss of or damage to all construction equipment, if any, and any equipment, materials and supplies to be provided by Supplier, if any, on a replacement basis;
- 19.4. If professional services are provided by Supplier, errors and omissions insurance, to be maintained during the performance of the Services and for the duration of any warranty period, with limits of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate covering the professional negligence of Supplier in respect of any engineering and design work performed as part of the Services;
- 19.5. If transportation of Goods or equipment is provided by Supplier, marine/motor cargo liability insurance with limits of not less than two million dollars (\$2,000,000) covering loss of or damage to all product and equipment to be transported by Supplier;
- 19.6. Pollution liability insurance with a limit of liability of not less than two million dollars (\$2,000,000) per pollution condition and in the aggregate, including twenty-four (24) months completed operations coverage, against claims for on-site clean-up of new pollutant conditions, third party claims for on-site bodily injury and property damage, and off-site clean up caused by a pollution or contamination incident resulting from covered operations. Emergency remediation expense limit five hundred thousand dollars (\$500,000) and in the aggregate; and
- 19.7. Any other insurance that may be required by Applicable Laws;

which insurance shall include CMI as an additional insured and provide a waiver of subrogation in the CMI's favour. This insurance shall be primary for all purposes, without right of contribution from any other insurance available to CMI, and shall contain cross liability coverage via a separation of insureds clause.

20. Supplier and Supplier's Personnel

- 20.1. Competency. The Supplier shall ensure that all persons who perform the Services are competent to perform them, meet all professional qualifications, and are properly trained, instructed and supervised at the level required to perform the Services and to the standard of care as outlined in section 4 above.
- 20.2. Independent Contractor. The Supplier will at all times be an independent contractor and none of the Supplier, its employees or approved sub-contractors (if any) shall be considered to be employees, servants or agents of CMI.
- 20.3. Statutory Rights and Employee Benefits. Unless stated expressly in this Agreement, CMI will not have any obligation whatsoever to compensate the Supplier or Supplier's employees for federal or public holidays, vacation, sickness, accident or disability (whether or not resulting from performance of the Services), termination, retirement, pension or other benefits relating to expiration or termination of the Contract Documents, or any other benefits accorded by CMI to any of its employees.
- 20.4. Employment Tax and Contributions. The Supplier will observe and comply with all applicable rules, laws, ordinances, codes and regulations relating to the performance of the Services and delivery of the deliverables, including in respect of the Supplier's employees, all employment related laws and regulations, including immigration, working time, paid time off, health and safety, classification, wage payment, discrimination and harassment, equal employment opportunity, reporting and withholding requirements, and any other obligations related to employing individuals who may perform Services in fulfilment of the Supplier's obligations under the Contract Documents. The Supplier agrees to remit and will be responsible for all withholding taxes, income taxes, pension obligations, employment taxes and relevant deductions, workers compensation assessments and penalties, taxes and any other deductions required by applicable state or federal statutes for the Supplier and any of its employees. Further the Supplier is solely responsible for and will file all returns required under all applicable federal and state statutes, including but not limited to the Code, relevant state filing obligations, and relevant pension or employment tax obligations, with respect to its employees.

21. Assignment and Subcontracting. The Supplier may not assign or subcontract its obligations under the Contract Documents without CMI's prior written consent, which consent may be unreasonably withheld in CMI's sole discretion. The Supplier shall ensure that its agreement with any other Supplier requires compliance with the Contract Documents.

22. Worker's Compensation. The Supplier shall comply with Worker's Compensation legislation applicable at the Site(s) at which the Work shall be performed, and shall furnish evidence of such compliance, including provision of clearance certificates, as requested by CMI from time to time.

23. **Confidentiality.** The Supplier will not use any information (whether in written, oral, electronic or any other form) obtained or provided to the Supplier by or on behalf of CMI, or obtained by the Supplier in the course of providing the Work ("**Confidential Information**") in any manner, except as reasonably required in connection with the provision of the Work and will keep the Confidential Information in confidence and not disclose it or give any other person access to it, except to the extent necessary in connection with the provision of Work. Upon demand by CMI at any time termination of this Agreement, the Supplier will return or destroy all copies of Confidential Information (whether in written, oral, electronic or any other form), except to the extent such Confidential Information is contained on back-up tapes or other back-up media made in the ordinary course of business that are not readily accessible and would not be commercially reasonable to destroy (but any such backed-up or retained Confidential Information will continue to be subject to the restrictions in this paragraph).
24. **Right to Audit.** CMI may, at any time after the date of the Purchase Order and for twenty-four (24) months following total completion of the Work, make an audit of the Supplier's books and records in connection with all billed amounts, including payments made to the Supplier on a cost reimbursable basis, in addition to the Supplier's procedures and controls with respect to such reimbursable costs. The Supplier agrees to promptly review and settle with CMI all matters arising from such audits including the refunding of monies, where applicable. Items compensated by way of fixed percentages or fixed lump sums and set out as such in the Purchase Order shall not be subject to audit under this Section.
25. **Termination.** Notwithstanding any other provision in the Contract Documents, CMI may at any time and for any reason, upon giving seven (7) days prior notice to the Supplier, terminate the Contract Documents.
26. **Time of Essence.** Time is of the essence of the Contract Documents.
27. **Governing Law.** The Contract Documents will be governed and interpreted exclusively in accordance with the laws of the State of Delaware.
28. **Remedies Not Exclusive.** The remedies provided in the Contract Documents are cumulative and not exclusive and are in addition to any other remedies available to at law or in equity.
29. **Headings.** The insertion of headings is for convenience of reference only and will not affect the construction or interpretation of the Contract Documents.
30. **Notices.** All notices required or permitted pursuant to the Contract Documents will be in writing and sent to the Parties at the addresses set forth in the Purchase Order. Notices sent electronically will be deemed received on the date sent. Notices sent by mail will be deemed received 5 business days after mailing.
31. **Presumption.** The Contract Documents will be construed without regard to any presumption or other rule requiring construction or interpretation against the party who caused it to have been drafted.
32. **Counterpart Execution.** The Purchase Order may be executed in counterparts and delivered electronically.
33. **Entire Agreement.** The Contract Documents represent the entire agreement between the Parties with respect to the Work and supersede all prior negotiations, proposals, correspondence, representations or agreements, whether written or oral, express or implied.
34. **Amendments.** The Contract Documents may only be amended by a change order or other document in writing signed by both Parties.
35. **Waiver.** The failure of CMI to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents will not be construed as a waiver of any such provision or provisions.
36. **Severability.** Each provision of these Purchase Order Terms and Conditions constitutes a separate and distinct covenant and is severable from all other such separate and distinct covenants. Without limiting the foregoing, if any of the capacities, activities, periods or areas specified herein are considered by a court of competent jurisdiction as being unreasonable or void, the parties agree that the court shall have authority to limit the capacities, activities, periods or areas to those that the court deems proper in the circumstances. A declaration of illegality, invalidity or unenforceability of any provision, covenant or part thereof in these Purchase Order Terms and Conditions by a court of competent jurisdiction shall not affect the legality, validity or enforceability of any other provision, covenant or part hereof which shall remain in full force and effect.