



## Purchase Order Terms and Conditions

1. **ENTIRE AGREEMENT; CONFLICTS IN DOCUMENTS; AMENDMENTS.** These terms and conditions along with the purchase order (collectively, the “PO”) represents the entire understanding and agreement between you (the “Vendor”) and Green Infrastructure Partners Inc. or any of its subsidiaries or affiliates in Canada or the USA (collectively referred to as “GIP”) relating to the supply of the goods, equipment, materials, or services (such goods, equipment or materials hereinafter collectively referred to as the “Goods”, or of the services “Services”) described herein, and supersedes all prior agreements, whether written or oral, that may exist between the parties regarding same. No modification of, additions to or waivers of the provisions, terms and conditions of this PO shall be effective until expressly accepted in writing by GIP, and no such modification, waiver or addition shall be affected by the acknowledgement or acceptance by GIP of Vendor invoices or acknowledgements containing other or different terms and conditions, whether or not signed by an authorized representative of GIP. Any such pre-printed Vendor terms shall be null, void and without effect. Notwithstanding the foregoing or any other term provided in this PO, this PO is subject to the terms and conditions of any applicable duly authorized and executed written agreement for the Goods and/or Services between Vendor and GIP (the “Duly Authorized Agreement”), including any effective master agreement or subcontract duly authorized and executed by Vendor and GIP, as applicable. In the event of any conflict between the terms of this PO and the terms of the Duly Authorized Agreement, the terms of the Duly Authorized Agreement shall govern and control. In the absence of a Duly Authorized Agreement but the Goods and/or Services are being provided for in respect a GIP client agreement, the Vendor shall comply with all requirements of the GIP client agreement as it relates to the Goods and/or Services.
2. **INVOICING AND PAYMENT.** Vendor invoices must have the following information for payment to be made: (a) the job number, (b) purchase order number, (c) unit number, (d) itemized costs invoice number; (e) invoice date; (f) detailed description of the Services or Goods provided by date; (g) itemized invoice amount; (h) a valid PO authorized by a GIP representative, and (i) if applicable, any other information required to be included in the invoice pursuant to this PO. Failure to provide any of the payment information required by this PO will result in delay of payment until such information is provided.
3. **FREIGHT AND TAXES.** Unless otherwise agreed, all prices shall be D.D.P. (Delivered Duty Paid) destination, and inclusive of all taxes, fees, and surcharges, unless otherwise agreed to in writing.
4. **TERMINATION.** This PO may be terminated by GIP, at its option, in whole or in part, at any time upon five (5) days’ prior written notice to Vendor. Upon termination of this PO, Vendor shall, unless otherwise directed by GIP, immediately cease delivery of the Goods and/or Services under this PO. Upon termination of this PO, GIP shall have no further liability or obligation under this PO, except that GIP shall settle all amounts owing to Vendor for Goods and/or Services delivered prior to the effective termination date. In addition, and notwithstanding anything contained herein to the contrary, either party may terminate this PO immediately upon written notice to the other in the event that the other party has breached any of the terms or conditions contained in this PO and such breach has not been cured within two (2) days after receipt of written notice from the non-breaching party specifying such breach, or if such breach cannot be cured in two (2) days, remedial action has not been initiated within such two (2) day period and diligently pursued to completion thereafter.
5. **ESTIMATED QUANTITIES.** The quantities in the PO are estimates for planning purposes only and do not represent any legal obligation on GIP to purchase such minimum quantities hereunder.
6. **DELIVERY.** The Vendor acknowledges that time is of the essence in this PO and shall notify GIP promptly of any actual or anticipated delays in supplying the Goods and/or Services. An extension for delivery and/or performance will only be allowed if approved in writing by GIP.
7. **ACCEPTANCE.** All Goods supplied pursuant to this PO are subject to inspection and acceptance by GIP on delivery/pick-up although payment may have been made prior to such time. If acceptable to GIP, GIP shall promptly accept the Goods; provided, however, and notwithstanding inspection and acceptance by GIP hereunder, Vendor shall not be relieved and GIP shall not be deemed to have waived any of Vendor’s obligations set forth herein to meet the specifications for Goods which have been agreed to. If not acceptable to GIP, in its sole discretion, GIP shall advise Vendor in what respect the Goods are not acceptable. When Vendor has corrected all deficiencies or nonconformities, the foregoing inspection procedure shall be repeated until GIP accepts the Goods. Payment by GIP shall not constitute an acceptance of Goods and/or Services or a waiver of any of GIP’s rights hereunder or at law or in equity.
8. **WARRANTIES.** The Vendor represents and warrants that the Goods: (i) are free from defects in design, materials and workmanship; (ii) conform with all specifications attached or contained in the PO and all documentation and information provided by GIP for the Goods; (iii) are fit for their intended purpose as specified in the PO; (iv) are new, unused (unless otherwise specified in this PO) and merchantable. The Vendor shall replace or repair, as mutually agreeable between the Vendor and GIP, all Defective Goods (as defined below) at no additional costs to GIP and GIP shall have the right to withhold or setoff any payments due and owing, without penalty, until such time as the Goods have been replaced, if, within a period of twelve (12) months following installation of the Goods, or eighteen months (18) from acceptance of the Goods, whichever occurs first, the Goods are determined to be defective in material, performance, workmanship, are not new or unused or are otherwise not in accordance with the requirements of the PO (“Defective Goods”). The warranty for fraud and latent defects shall be perpetual. Repaired or replaced Defective Goods shall be re-warranted for the period as set out herein. **SUBJECT TO WHAT IS PROVIDED FOR IN THE DULY AUTHORIZED AGREEMENT, IF APPLICABLE, THE EXPRESS WARRANTIES SET FORTH IN THIS PO ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND IMPLIED WARRANTIES OF CUSTOM OR USAGE) SHALL APPLY.** The warranty shall not extend to (i) any repairs or replacements which may be required as a result of normal wear and tear in the operation of the Goods, (ii) normal degradation in the performance of equipment, or (iii) as a result of GIP’s failure to operate or maintain the Goods in accordance with the Vendor’s recommendations.

The Vendor further represents and warrants that all the Goods to be sold by Vendor hereunder are owned by Vendor, free and clear of any liens or claims of any type, and that Vendor has the right to deliver, install and/or sell the Goods to GIP, without limitation. Vendor represents and warrants that the Goods and/or Services will comply with all applicable federal, provincial, municipal laws and regulations (collectively, the “Applicable Laws”), including GIP’s rules related to occupational health and safety, which are available to the Vendor upon request, and will be in compliance with this PO and all standards and agreements incorporated and made a part of this PO. Vendor represents and warrants that the sale or use of Goods and/or Services hereby purchased will not infringe any patents, copyrights, trademarks, designs, trade secrets or other intellectual property rights of any third party, whether registered or pending intellectual property. Additionally, Vendor represents and warrants that all of its workers assigned to the performance of this PO have the necessary experience and training to carry out the work contemplated herein. As to Goods manufactured or supplied by parties other than Vendor, Vendor hereby assigns to GIP each warranty that has been extended to Vendor by that manufacturer or supplier.

9. **INSURANCE.** Unless otherwise agreed to in writing by GIP and the Vendor, the Vendor has procured and will maintain, at the Vendor's expense, and will cause any consultant, subcontractor or agent it engages to perform this PO, the following insurance while providing the Goods and/or Services:
- Comprehensive general liability - \$5,000,000.00 (minimum limit)
  - Automobile liability - \$5,000,000.00 (minimum limit)
  - Professional liability - \$5,000,000.00 (minimum limit)
  - Employers liability - \$5,000,000.00 (minimum limit)
  - Workers' compensation – as required by applicable laws and regulations.

The insurance policies required by this section shall be written on an occurrence basis (other than with respect to any professional liability policy, which shall be written on a claims made basis) and shall name GIP as an additional insured (if applicable, and unless otherwise agreed to in writing) to the comprehensive general liability policy, shall apply on a primary and non-contributory basis, shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against GIP, and shall provide that said insurance shall not be cancelled or have limits reduced below the above requirements until at least 30 days after written notice is received by GIP of such changes. The Vendor agrees to furnish insurance certificates showing the Vendor's and any subcontractor's compliance with the above requirements to GIP along with monthly requests for payment, within 30 days after GIP makes a request therefor, before the Vendor commences any services, and upon policy renewal or replacement thereafter. The Vendor further agrees that any insurance policy written on a claims made basis shall be kept in force for a minimum of six-years post completion of any Goods or Services provided pursuant to this PO.

10. **INDEMNITY.** The Vendor agrees to indemnify, defend and hold GIP, its parent, affiliates, associates, joint ventures, and subsidiaries and each of their directors, officers, employees, agents, successors and assigns (each, an "**Indemnified Party**") harmless from and against any claims, damages, liabilities, causes of action, charges, judgments, orders and expenses of any kind (including, but not limited to, fines (regulatory or otherwise) and all legal costs on a substantial indemnity basis) suffered or incurred by any Indemnified Party arising out of, in connection with, or resulting from: (a) the sale or delivery of Goods and/or Services under this PO by Vendor or any other person for whom Vendor is at law responsible (collectively, the "**Vendor Representatives**" and each a "**Vendor Representative**"); (b) any defect in the Goods and/or Services; (c) any breach of the terms or conditions of this PO by any Vendor Representative; (d) any act or omission of any Vendor Representative; (e) any breach of any of Vendor's representations or warranties provided under this PO; and (f) any actual or alleged violation or breach of any Applicable Laws by any Vendor Representative.
11. **COMPLIANCE WITH LAW; SAFETY TRAINING.** The Vendor represents and warrants that it, and its subcontractors and carriers, fully complies and will continue to fully comply at all times throughout providing the Goods and/or Services with all Applicable Laws that apply in connection with the sale, manufacturing and delivery of the Goods and/or Services hereunder, including, without limitation, all Applicable Laws in respect of health and safety and the environment. Vendor further represents and warrants that it, and its subcontractors and carriers, will strictly comply with GIP's health and safety and environmental policies, rules and guidelines and that in attending any of GIP's business operations and locations, Vendor, its subcontractors and carriers, will have completed all safety training required by all Applicable Laws and as further set out in GIP's policies. All safety equipment and motor vehicles, if any, used and provided by Vendor, its subcontractors and carriers must comply with all Applicable Laws as they concern health and safety, noise and the environment. In addition, Vendor represents and warrants that it will, and shall ensure that its subcontractors and carriers will, at all times use all reasonable care and diligence to safeguard against accidents, damages and injuries to persons or property and Vendor shall not assign any person to deliver the Goods and/or Services to the locations if, among other things, he or she (a) does not possess the qualifications to perform all assigned duties, (b) poses a risk to the health, safety or welfare of another person or himself or herself, or (c) has been convicted of one or more criminal offences having a direct relationship to the delivery of Goods and/or Services. Vendor shall insist upon and document a zero-tolerance policy for the use of illegal drugs, alcohol or prescribed medication that may cause impairment while at a location.
12. **CONFIDENTIALITY.** The Vendor shall keep the existence of any and all terms and information referenced or derived from this PO (collectively the "**Confidential Information**") strictly confidential for a period continuing one (1) year from the date of providing any Goods and/or Services, or in perpetuity if the Confidential Information constitutes a trade secret under Applicable Laws. The Vendor shall take reasonable measures to protect the secrecy of and avoid the disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under the PO to have any such Confidential Information. The Vendor is authorized to disclose the Confidential Information solely to employees that are informed of its confidential nature and directed to treat the Confidential Information confidentially and not use it other than in connection with the terms of this PO.
13. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of, relating to or in connection with this PO, or the termination of this PO, will be finally settled by arbitration by a single arbitrator in Toronto, Ontario, or such other place agreed to by the parties. The costs of any such arbitration shall be shared equally between the parties unless otherwise awarded by the arbitrator. The award of the arbitrator will be in writing, final and binding on the parties, who undertake to carry it out without delay. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
14. **ASSIGNMENT.** The Vendor may not assign this PO in whole or in part (including, but not limited to, any transfer by merger, sale of assets, or operation by law) or delegate any of its obligations hereunder to any third party without the written approval of GIP.
15. **NO WAIVER.** Failure by a party hereto to insist on the other party's strict performance of the terms and conditions of the PO at any time shall not be construed as a waiver by the non-insisting party for performance in the future.
16. **NON-EXCLUSIVITY.** Nothing in this PO shall be construed as creating an exclusive relationship between GIP and the Vendor regarding the Services and/or Goods to which the PO relates.
17. **GOVERNING LAW.** This PO shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
18. **LANGUAGE.** The parties hereto agree that this Agreement, together with all correspondence and/or other documentation be drawn up in English. Les parties s'accordent que ce contract et/ou toute autre documentation soient rédigés en anglais.
19. **SEVERABILITY.** If any part of this PO is for any reason found to be invalid and/or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid and enforceable to the extent permitted by law.
20. **ACCEPTANCE.** Acceptance of this PO and the terms and conditions by the Vendor shall be made by (a) executing and returning the acknowledgement copy, or (b) delivering any Goods, or (c) rendering any Services.