

TERMS & CONDITIONS CANADA - SERVICES

Agreement. The commencement of services subject to this purchase order by the Seller shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms in the purchase order. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order is hereby rejected if it varies the description, quantity, price, or delivery schedule of the services. If this purchase order is deemed an acceptance of a prior offer by Seller, it shall be limited to the express terms in this purchase order.

Termination. Purchaser reserves the right to terminate this purchase order or any portion of the goods or services purchased at its sole convenience. Following such termination Seller shall immediately stop all work and shall immediately cause any of its suppliers or subcontractors to cease work. Seller shall be paid a reasonable termination charge consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to the notice of termination, plus any actual direct costs resulting from such termination. Purchaser shall not pay for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Purchaser may also terminate this purchase order or any portion of the goods or services ordered, without liability, if Seller defaults under or fails to comply with any of the purchase order terms and conditions. Without limitation, Seller's insolvency, filing of a voluntary or involuntary bankruptcy petition, the appointment of a receiver or trustee, late deliveries, deliveries of goods or services which are defective or nonconforming, and failure to provide reasonable assurances of future performance shall each allow Purchaser to terminate this purchase order for cause. If termination occurs as a result of Seller's default, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained from the default which gave rise to the termination.

Proprietary Information/Confidentiality /Advertising. Seller shall consider all information furnished by Purchaser to be confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose other than performing its obligations under this purchase order, unless Seller obtains written permission from Purchaser to do so. This Section shall apply without limitation to drawings, specifications, or other documents provided by Seller for Purchaser under this purchase order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods or services from Seller, nor shall any information relating to the purchase order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Seller to

Purchaser shall be deemed secret or confidential. Seller shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws.

Personnel. Seller shall furnish the personnel required to perform the services covered by the purchase order and any other attachments thereto that describe the services to be provided. Seller shall ensure that all persons it employs or retains to perform the services are competent to perform them and are properly trained, instructed, supervised and, if required by applicable law, licensed and insured. Purchaser shall have the right to approve the personnel and to require a change in personnel if Purchaser should so desire. Prior to Seller making any changes in personnel not required by Purchaser, Seller shall obtain Purchaser's written agreement. Purchaser shall not withhold consent unreasonably.

Independent Contractor. Seller is an independent contractor and not Purchaser's employee, agent, or partner. Seller shall comply with Purchaser's instructions in performing the services, but not as to the manner in which those instructions are carried out except as specified in this purchase order. Seller shall not do anything that would result in personnel it hires being considered Purchaser's employees.

Warranty. Seller warrants that all parts of the services will be completed in a good and workmanlike manner to the best quality and standard of workmanship, using only new materials and completed in strict accordance with all requirements of this purchase order, and will be free of all defects and deficiencies for a minimum period of 12 months from the date of completion or such longer period as specified in this purchase order. Seller further warrants that the use or sale of the goods or services delivered hereunder will not infringe any patent claim, domestic or otherwise, covering the goods or services themselves. This warranty of non-patent infringement only shall not apply to any infringement which results from acts of Seller necessary to comply with the drawings or specifications furnished by Purchaser.

Authorized Representative. Seller shall cooperate fully with Purchaser in providing the services. Purchaser will name an authorized representative at or before the start of the work who shall be responsible for providing information, instructions, and approvals on Purchaser's behalf. Such representative will be available to Seller at all reasonable times.

Third Party Commitments. Seller shall not commit or purport to commit Purchaser to any obligations, including without limitation, payment of any money, except as specifically authorized by this purchase order.

Invoices. Invoices shall be issued by Seller on a monthly basis and shall be payable net forty-five (45) days. Invoices shall include supporting documentation satisfactory in form and content to Purchaser.

Information Furnished by Purchaser. Seller represents that it has carefully examined the tests, services, reports, data and other

information furnished by Purchaser regarding the services to be provided and Seller has fully acquainted itself with all other conditions relevant to the services, and Seller assumes the risk of such conditions and, regardless of such conditions, the expense or difficulty of performing the services, will fully complete the services for the stated purchase order price without further recourse to Purchaser. Information furnished to Seller by Purchaser is not guaranteed by Purchaser and is furnished only for the convenience of Seller.

Changes. Purchaser shall have the right at anytime to change drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation for the goods or services provided. Seller may be entitled to an increase in compensation and/or time for performance for any changes to be made in the scope of the services so long as such changes are material changes and do not arise from the fault, negligence or omissions of Seller. Seller shall not proceed to execute any changes in the scope of the services until prior written permission and an additional purchase order has been received from Purchaser.

Insurance. Seller, at its own expense, shall carry: (i) professional liability insurance in the amount of not less than \$1,000,000; and (ii) general liability insurance (including automobile liability) in the amount of not less than \$1,000,000. Purchaser shall be named as an additional insured on Seller's automobile and general liability policies. Seller shall provide Purchaser a certificate of insurance stating that Purchaser will receive not less than thirty (30) days notice in the event of cancellation of any and/or all Seller's insurance policies. Seller agrees that the above mentioned insurance shall apply as primary coverage. Such insurance shall contain a cross-liability and/or severability of interest clause protecting the Purchaser against claims by the Seller as if the Purchaser were separately insured.

Professional Opinion. Seller expressly agrees that Seller is performing professional services for Purchaser and that Purchaser has a right to rely upon and will rely upon Seller's expert opinions and conclusions.

Ownership of Copyright/Waiver of Moral Rights. Seller hereby assigns to Purchaser all copyrights and patents or claims to copyrights and patents related in any way to the goods or services provided to Purchaser. Ownership of all designs, drawings, specifications, notes, data, samples, materials, reports, reproductions, and other work developed by Seller shall belong to Purchaser during the performance of the services and after the services have been completed or terminated. Seller agrees not to use, reuse, or adapt any work product developed under this purchase order for any other non-Purchaser project or application unless prior written permission has been received from Purchaser. To the extent any "moral rights" exist in any work product developed by Seller under this purchase order, Seller hereby waives them in their entirety on its own behalf and on behalf of all other persons holding such "moral rights" and will obtain waivers of same in favour of the Purchaser from all such other persons.

License To Do Business. Seller warrants that it has obtained or,

before commencing the services, will obtain all appropriate valid licenses to do business or perform services necessary to deliver the goods or services ordered. Failure to do so will be considered default under this purchase order and Purchaser may, at its option, immediately terminate this purchase order or suspend Seller's operations until Seller's failure to obtain the licenses is corrected. Seller shall reimburse Purchaser for any resulting cost to Purchaser.

Taxes. All taxes, duties, tolls, fees, import 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.

Force Majeure. Neither party shall be liable for default or delays due to acts of God or public enemy, fires, floods, or accidents. Each party shall notify the other in writing of the cause of such delay within five days after the event occurs. If performance is delayed for one or more periods in excess of ninety (90) days, either party may terminate this purchase order.

Indemnification. Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims, liabilities, fines, penalties, costs and expenses (including legal fees on a solicitor and own client basis) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Seller, its agents, employees or subcontractors or from any breach or warranties or representations or other obligations of this agreement. This indemnification shall be in addition to any warranty obligations of Seller.

Assignment and Subcontracting. No part of this purchase order may be assigned or subcontracted without the prior written approval of Purchaser. No subcontract or assignment, whether consented to or not, relieves Seller from any obligations under this purchase order.

Open Site. Seller acknowledges and agrees that a work site located on Purchaser's property may be an open site, meaning that contractors, subcontractors and suppliers working at, or supplying goods and services to or for such site may be union or non-union. Seller shall carry out its obligations at the site 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 the unions representing its employees that non-affiliation rights in any collective agreement will not be exercised in connection with the provision of the goods and services.

Workers Compensation. If Seller is to perform any services at Purchaser's property pursuant to this order, Seller and its subcontractors shall at all times be registered and in good standing with the requirements of all applicable legislation governing workers compensation. Seller shall certify in writing such compliance at Purchaser's request.

Health and Safety. Seller shall at all times comply strictly with all laws, ordinances, rules, regulations, codes and plant safety requirements relating to employment standards, occupational health and safety, hazardous materials information systems, and protection of the public.

Builders' Lien. Subject to Seller's rights under the Builders Lien Act (British Columbia), Seller shall not register any claim of builders' lien against Purchaser's property without first giving Purchaser at least five business days' written notice of its

intention to do so. Unless the Seller demonstrates to the Purchaser's satisfaction that the Builders Lien Act (British Columbia) does not apply, all payments under this Agreement shall be subject to a 10% holdback under that Act. If required pursuant to that Act, the Seller shall establish a holdback account for the deposit of the holdback. The Seller shall be the payment certifier in respect of any of Seller's subcontractors and suppliers and shall indemnify Purchaser from all liability arising from premature certification. The Purchaser shall be the payment certifier in respect of this purchase order as a whole. If a lien is filed against the Purchaser's property by anyone engaged by or through the Seller as a result of the Seller or other person failing to pay their obligations, the Seller shall immediately discharge same, failing which the Purchaser may take all steps necessary to discharge same (including paying the Seller's or other person's obligations), and may charge that amount to the Seller's account and withhold that sum from any other monies due hereunder. The Seller shall indemnify the Purchaser for any loss, cost, liability or damages (including attorney's fees) suffered by the Purchaser in respect of any liens filed by Seller or any person engaged by or through Seller.

Entire Agreement. This purchase order and any documents referred to in it constitute the entire agreement between the parties. Any modification of this purchase order must be in writing and signed by both parties.

Setoff. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by Purchaser for any claim arising out of this or any other transactions with Seller.

Waiver and Remedies. Purchaser's failure to insist on performance of any terms or conditions or to exercise any right or privilege or Purchaser's waiver of any breach shall not be a subsequent waiver of any other terms, conditions, or privileges. All of Purchaser's rights and remedies under this purchase order shall be construed as cumulative and shall include all rights and remedies available under law and equity.

Delivery. Time is of the essence of this purchase order. If goods are not delivered or services not rendered by the time promised, Purchaser may terminate this purchase order by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services and charge Seller with any loss incurred in addition to its other rights and remedies.

Limitation on Purchaser's Liability--Statute of Limitations.

Purchaser shall not be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage shall in no case exceed the price allocatable to the goods or services giving rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach by Purchaser must be commenced within one year after the cause of action arises.

Governing Law. This agreement 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 Canadian Terms & Conditions (Services)

disputes, claims and causes of action between Purchaser and Seller.

Compliance with Laws. In performance of the contract constituted hereunder and in every activity connected therewith, Seller shall comply fully with all applicable laws, ordinances, rules, regulations, codes, permits and standards, whether federal, provincial or local. Seller shall certify in writing such compliance at Purchaser's request.

Year 2000 Compliance. Seller warrants that all goods and services provided are Year 2000 compliant. Year 2000 compliant includes that all computer controlled facility components accurately process date/time (including, but not limited to, calculating, comparing, and sequencing) from, into and between the years 1999 and 2000 and leap year calculations.

Contacts with Regulatory Agencies. Seller shall notify Purchaser immediately of issues that need to be reported to regulatory agencies. Purchaser shall not take retaliatory action against Seller for reports made to regulatory agencies in good faith.

Conflict of Documents. If Purchase and Seller have entered into a contract under which the goods or services are to be provided, any conflict of terms shall be controlled by the contract.

Certification Regarding Debarment. Any acceptance of this purchase order is based on the Seller's representation that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

Severability. If any provision of this purchase order is held by any court of competent jurisdiction to be unreasonable, arbitrary, against public policy, or otherwise invalid or unenforceable, then such provision will be considered divisible or severable so that the court may reduce the scope thereof or otherwise amend or reform the provision in order to make it reasonable, not arbitrary, not against public policy, valid, and enforceable. Such reformation will apply only with respect to the operation of this purchase order in the particular jurisdiction in which such adjudication is made.

Press Releases. Neither party shall issue or publish any press release or similar public announcement with respect to this Agreement or the transactions contemplated without all parties' prior written consent; provided, however, that any party may issue or publish any such press release or public announcement if such action is required by law.

