TERMS AND CONDITIONS

THIS PURCHASE ORDER IS STRICTLY LIMITED TO ITS TERMS AND CONDITIONS AND ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE SUPPLIER ARE HEREBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING AS SET OUT IN SECTION 3 BELOW.

1.	**Definitions** • "Confidential Information" has the meaning as set out in Section 25 hereof; • "Contract Terms" has the meaning as set out in Section 3 hereof; • "Delivery Date" means the date that the Goods have been delivered to Edmonton Airports; • "Edmonton Airports" means the Edmonton Regional Airports Authority; • "Electronic Image" has the meaning as set out in Section 39 hereof; • "Goods" means the goods which are the subject matter of the Purchase Order, including any material, machinery, equipment and apparatus to be supplied and installed or erected by the Supplier and goods required to be furnished or performed by the Supplier according to the Purchase Order; • "Paper Record" has the meaning as set out in Section 39 hereof; • "Proprietary Data" has the meaning as set out in Section 22 hereof; • "Purchase Order" means the form of agreement issued by Edmonton Airports and accepted by the Supplier and includes all of the documents, including without limitation the Supplier's bid or proposal, all associated drawings, specifications, descriptions, these terms and conditions, and the documentation listed on the face of the Purchase Order, if any; • "Services" means the activities provided by the Supplier, particulars of which are described in the Purchase Order and includes any labour, supervision, inspection or installation of Goods; • the "Supplier" means the corporation, person or partnership named under "Supplier Name" on the face of the Purchase Order; and • "Withholding Taxes" has the meaning as set out in Section 8 hereof.
2.	**Goods and Services:** This Purchase Order will apply to Goods or Services or a combination thereof as listed in the description of this Purchase Order.
3.	**Acceptance:** The Supplier, by the commencement of performance or any other conduct by the Supplier which recognizes the existence of a contract pertaining to the subject matter of such Purchase Order, enters into a binding agreement with Edmonton Airports upon these terms and conditions ("Contract Terms"). Edmonton Airports hereby objects to any terms proposed in the Supplier's proposal, sales note, acknowledgement or other form of acceptance of Edmonton Airports' offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between the Supplier and Edmonton Airports unless Edmonton Airports provides a copy of the Purchase Order with supplemental terms attached that amend or alter these Contract Terms. If this Purchase Order has been issued by Edmonton Airports in response to the Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of the Supplier's offer, then the issuance of this Purchase Order by Edmonton Airports shall constitute an acceptance of the Supplier's offer subject to the express conditions that the Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that this Purchase Order constitutes the entire agreement between the Supplier and Edmonton Airports with respect to the subject matter hereof and the subject matter of the Supplier's offer. The Supplier shall be deemed to have so assented and acknowledged unless the Supplier notifies Edmonton Airports to the contrary in writing, signed by the Supplier's authorized representative within ten (10) days of receipt of this Purchase Order.
4.	**Purchase Order Number:** The Supplier must obtain a Purchase Order number from Edmonton Airports prior to the delivery or provision of any Goods or Services. The Supplier must note the Purchase Order number on all related invoices, shipping papers, transportation bills, packages, packing slips and correspondence. Failure to do so may result in Edmonton Airports' rejection of non-compliant invoices.
5.	**Price:** The Purchase Order must not be supplied or performed at a higher price than shown on the Purchase Order. Any change must be authorized in writing by Edmonton Airports. If no price is shown, the Supplier must notify Edmonton Airports of the price and receive Edmonton Airports' acceptance in writing before delivering the Goods or performing the Services listed in the Purchase Order.

6.	**Payment:** Unless otherwise specified, payment will be made in Canadian funds. As full consideration for Supplier's provision of the Goods or performance of the Services, Edmonton Airports will pay the Supplier's invoice net thirty (30) days from the date of final acceptance by Edmonton Airports of the delivery of the Goods or performance of the Services or receipt of an invoice, whichever is later. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if electronic funds transfer, date of transmission. Invoices must clearly set out a description of the Goods and Services, the dates that the Goods and Services were delivered or performed, a breakdown of labour, parts and other charges and taxes, and the Goods and Services Tax registration number of the Supplier (for Suppliers that are legally required to have a Goods and Services registration number). The Supplier shall provide Edmonton Airports with invoices not later than three (3) business days of invoice date.
7.	**Presumption:** The Supplier shall be conclusively presumed to have waived the Supplier's right to receive payment for the Goods and Services covered by the Purchase Order if the Supplier has not submitted an invoice for the Goods and Services within one (1) year of the date of the Purchase Order. The Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount the Supplier is due for the Goods and Services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. The Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Edmonton Airports that establishes the validity of the Supplier's claim for underpayment. If the supplemental invoice and supporting documentation are not provided within: (i) one (1) year after the Delivery Date or performance of the Services, or (ii) three (3) months after the date of submission of the original invoice, the claim shall be conclusively presumed waived.
8.	**Taxes:** Edmonton Airports will not be liable for any taxes with respect to the Purchase Order, except for taxes imposed by any governmental authority for the purchase of the Goods and Services which the Supplier is required by law to collect from Edmonton Airports. The Supplier shall not collect or remit, and Edmonton Airports shall not be liable for, any such taxes if Edmonton Airports has provided the Supplier with an applicable tax exemption certificate. If Edmonton Airports is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees for Services or other charges (including reimbursement of expenses) paid to the Supplier, Edmonton Airports will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If the Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Edmonton Airports with adequate documentation of such exemption form or reduced rate of withholding, Edmonton Airports will be entitled to withhold only such Withholding Taxes from which the Supplier is not exempt.
9.	**Services:** For Services, the Supplier shall: (A) perform the Services in a proficient, diligent and timely manner in accordance with any directives and requirements reasonably prescribed by Edmonton Airports; (B) ensure that all persons it employs or retains to perform the Services are competent, properly trained, instructed and supervised; and (C) supply and pay for all labour, materials, supplies, equipment, facilities, approvals and licenses necessary or advisable to perform the Services.
10.	**Goods:** For Goods, the Supplier: (A) shall deliver the Goods during the term pursuant to the dates set out on the Purchase Order, regardless of the date of acceptance or delivery of this Purchase Order; and (B) unless the parties otherwise agree in writing, shall supply and pay for all labour, materials, supplies, equipment, facilities, approvals and license necessary or advisable to deliver the Goods under this Purchase Order.
11.	**Inspection:** Final acceptance of all Goods and Services is subject to inspection and acceptance by Edmonton Airports. Payment by Edmonton Airports for the Goods and Services shall not constitute acceptance. If, in the opinion of Edmonton Airports, any of the Goods delivered are deemed defective or deficient and the Services are improperly, defectively or insufficiently performed, or being performed, Edmonton Airports may, by written notice, order the Supplier to re-supply or re-execute or correct the Goods and Services in accordance with such order. If the Supplier fails to comply with such order forthwith, Edmonton Airports may execute or cause to be executed the order so given, and the Supplier shall, on demand, pay to Edmonton Airports all costs, damages and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Supplier with any such orders, and if the Supplier fails to pay such costs, damages and expenses, Edmonton Airports may retain

	and deduct such costs, damages and expenses from any amount then or thereafter payable to the Supplier under the Purchase Order. In addition to Edmonton Airports' other rights, Edmonton Airports may charge the Supplier all expenses of unpacking, examining, repacking and reshipping such Goods and correcting work from the Services. In the event Edmonton Airports receives Goods whose defects or nonconformity are not apparent on examination, resulting in deterioration of Edmonton Airports' finished product, Edmonton Airports reserves the right to require the replacement, as well as payment of any resulting damages including charging the Supplier for all expenses for the uncovering, removal, and reshipping of such Goods and the re-performance of any Services.
12.	**Warranty:** The Supplier warrants that all Goods provided by the Supplier shall be new, free from defects in workmanship and materials used, and all Goods and Services shall strictly conform to applicable samples, specifications, drawings, or other descriptions. Unless otherwise specified, all warranties given by the Supplier hereunder, together with all other service warranties and guarantees shall be valid for a period of twelve (12) months from the date of acceptance of the Goods and Services by Edmonton Airports. If the Goods have a manufacturer's warranty, the warranty for the Goods, shall be valid for the period of the manufacturer's standard warranty period, or for a period of twelve (12) months, whichever period is longer. If at any time prior to the expiration of any applicable warranty period, any weakness, defect, deficiency, failure, breakdown or deterioration in workmanship and/or material should appear or be discovered in the Goods and Services furnished by the Supplier, or if the Goods and Services do not conform to the Contract Terms, Edmonton Airports may at its option (1) require the Supplier to promptly replace or correct the defective and/or non-conforming Goods and Services at no expense to Edmonton Airports, or (2) Edmonton Airports may replace or correct the defective Goods and Services and charge the Supplier with all expenses incurred by Edmonton Airports. The Supplier agrees to defend, indemnify and save harmless Edmonton Airports, its officers, directors, employees, agent, clients and customers from any liability, loss, cost and expense arising, either directly or indirectly, from breach of any warranty given by the Supplier.
13.	**Title to Goods and Services:** The Supplier represents that it has or will have at the Delivery Date title to the Goods and that, on payment for the Goods, Edmonton Airports will obtain such title to the Goods free and clear of all liens, charges and encumbrances. Subject to Edmonton Airports' right of rejection, for any defective and/or non-conforming Goods and Services, title and risk of loss from any Goods provided and work from any Services performed by the Supplier, shall remain with the Supplier until final acceptance by Edmonton Airports. Title to any property of Edmonton Airports that the Supplier has in its possession shall at all times be vested in Edmonton Airports. The Supplier shall be responsible for any and all loss or damage to Edmonton Airports' property while such property is in the Supplier's possession.
14.	**Termination:** (A) <u>For Cause –</u> If the Supplier defaults in carrying out any of the Contract Terms including a failure to deliver the Goods or perform Services on a timely basis, becomes bankrupt or insolvent, has a receiving order made against it, makes an assignment for the benefit of its creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, Edmonton Airports may, on written notice to the Supplier, terminate all or any portion of the Purchase Order for default without further liability to Edmonton Airports. In the event of a termination for default, Edmonton Airports may produce, purchase or acquire similar goods and services to those ordered on such terms or in such manner as Edmonton Airports may deem appropriate and the Supplier shall be liable to Edmonton Airports for any excess costs or expenses incurred by Edmonton Airports in so doing, including interest and professional or other fees. Upon default by the Supplier, Edmonton Airports may at its option require the Supplier to transfer title and deliver to Edmonton Airports: (1) all completed Goods; (2) such partially completed Goods as Edmonton Airports considers necessary; (3) any work resulting from the performance of the Services; (4) Edmonton Airports' property; and (5) all Proprietary Data. **(B)** <u>For Convenience –</u> Edmonton Airports may, upon thirty (30) days' written notice to the Supplier, terminate all or any part of the Purchase Order at any time or times without cause, for Edmonton Airports' convenience. Upon receipt of such a termination notice, the Supplier shall stop work under the Purchase Order to the extent specified and terminate all orders with suppliers or subcontractors relating to the Purchase Order except as may be necessary for completion of that portion of the Purchase Order not terminated by Edmonton Airports, and deliver to Edmonton Airports forthwith: (1) all completed Goods; (2) such partially

	completed Goods as Edmonton Airports considers necessary; (4) any work resulting from the performance of the Services; (4) Edmonton Airports' property; and (5) all Proprietary Data.
15.	**Compliance:** (1) General: The Supplier will abide by and comply with, at its expense, all applicable laws, regulations and requirements made by federal, provincial, municipal or other authorities affecting the Goods and Services performed under the Purchase Order and all directions as may be issued from time to time by Edmonton Airports; (2) Environmental: The Supplier will abide by and comply with, at its expense, all applicable laws, regulations and orders made by federal, provincial, municipal or other authorities and all directions as may be issued from time to time by Edmonton Airports in respect of environmental matters. For all Goods subject to Workplace Hazardous Material Information System (WHMIS) legislation, Material Safety Data Sheets (MSDS) shall accompany the Goods. If the Goods are being or will be shipped by air, the Supplier will abide by and comply with the International Air Transport Association Dangerous Goods Regulations; (3) Workers' Compensation: If applicable, the Supplier shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the *Workers' Compensation Act* (Alberta), R.S.A. 2000, c.W-15, as amended or replaced from time to time. The Supplier shall, if requested by Edmonton Airports, deliver to Edmonton Airports a Certificate of Good Standing with the Workers' Compensation Board ("WCB"), and Edmonton Airports may at any time during the currency of the Purchase Order require a further Certificate of Good Standing. The Supplier unconditionally guarantees to Edmonton Airports full compliance with the conditions, regulations, and laws relating to workers' compensation by itself and by all permitted subcontractors; (4) Occupational Health and Safety: The Supplier shall comply with all applicable provincial occupational health and safety legislation and related regulations including, but not limited to; maintaining safe working conditions, provision of personal protective equipment, provision of first aid personnel and supplies, investigation of accidents/incidents, maintenance of records and statistics, instruction of workers and adequate training in the safe operation of machinery and equipment. The Supplier shall observe, exercise and use caution to avoid injury to persons or property on Edmonton Airports' lands or premises. The Supplier when identified as the prime contractor and having signed the acceptance of the responsibilities as the prime contractor shall be the "prime contractor" for the work site for the purpose of the *Occupational Health and Safety Act* (Alberta), R.S.A. 2000, c.O-2, as amended from time to time. If another contractor or Edmonton Airports has been named "prime contractor" by Edmonton Airports, then the Supplier will not be the "prime contractor" and will be subject to the direction of such other contractor or Edmonton Airports with respect to safety matters; (5) Security: The Supplier will: (i) abide by all applicable Edmonton Airports' security policies, standards, guidelines, and requirements; and (ii) ensure all the Supplier's workers and subcontractors are familiar and comply with all Edmonton Airports' and security policies, standards, guidelines and requirements;(6) Foreign Workers: It is the responsibility of the Supplier to ensure that it has obtained all necessary employment authorizations for any foreign workers and contractors; and (7) CSA Approval: All electrical material, equipment and assemblies constituting part of the Goods shall be fully CSA approved and shall bear appropriate approval stickers in accordance with the requirement of the Canadian Electric Code and the applicable legislation and regulations.
16.	**Risks:** Edmonton Airports will not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Supplier, its directors, officers, agents or employees including any loss or damage caused by theft, breakage, steam, water, rain or snow, or attributable to electric or other wiring or caused by smoke unless such loss, damage or injury was proximately caused solely due to the negligence of Edmonton Airports or its representatives acting within the scope of their duties or employment. Under no circumstances will Edmonton Airports be liable for indirect or consequential damage by reason of interruptions to any service or facility or for any business loss.
17.	**Damage:** The Supplier shall maintain protection of all its work and materials from damage and shall protect Edmonton Airports' and adjoining property from damage or injury due to the Supplier's work. Any damage that may be occasioned to Edmonton Airports' property, or any part thereof, or any works connected therewith, or to adjoining property by the Supplier or the activities of the Supplier shall forthwith upon notice thereof from Edmonton Airports given orally or in writing, be repaired, rebuilt, replaced and restored by the Supplier to the entire satisfaction of Edmonton Airports, or Edmonton Airports may, at its option, repair or replace such damaged property in which case the Supplier will upon demand forthwith repay and reimburse Edmonton Airports for all costs and expenses connected therewith or incidental thereto.

18.	**Insurance:** Unless otherwise specified, the Supplier shall obtain and carry full insurance, including liability insurance, for all services and materials used until final acceptance thereof by Edmonton Airports.
19.	**Nuisance:** The Supplier will not do or permit to be done any act or thing that is or would constitute a nuisance to the lands or premises of Edmonton Airports, to the operations conducted at or on Edmonton Airports' lands or premises, to occupiers of any lands or premises of Edmonton Airports' or to the public generally.
20.	**Force Majeure:** Neither the Supplier nor Edmonton Airports shall be liable for a delay in the performance of their obligations and responsibilities under the Purchase Order when the delay is due to causes beyond their control, such as but not limited to war, illegal strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that the affected party has taken reasonable measures to notify the other, in writing, of the delay. A lack of funds or adequate financing, failure of subcontractors and inability to obtain materials or labour shall not be considered as a force majeure delay.
21.	**Liens:** The Supplier shall defend, indemnify and save Edmonton Airports harmless from and against all claims, demands, causes of action or suits involving a claim or claims for compensation for services, labour or materials furnished to or employed in connection with or for the Goods and Services and from and against all labour, material-men, construction and builders' liens upon the real property or properties upon which the work is located arising out of such Goods and Services, labour and materials whether before or after completion and acceptance of the work, and against any loss, liability, damages or expenses (including court costs, legal fees (on a solicitor-and-own-client (full indemnity) basis or expenses) suffered or incurred by Edmonton Airports in respect thereto, and shall keep said property free and clear of all liens or encumbrances arising from the provision of the Goods or performance of the Services.
22.	**Intellectual Property Rights:** Any technical information, specifications, drawings, designs, building and floor plans, and other documentation (hereinafter referred to as "Proprietary Data") disclosed by Edmonton Airports to the Supplier pursuant to the Purchase Order shall be held in strict confidence by the Supplier and shall only be disclosed by the Supplier to those of its employees to whom it is essential to disclose same to fulfill the terms and conditions of the Purchase Order. Edmonton Airports' Proprietary Data may not be copied or reproduced without the express written authorization of Edmonton Airports. Other than those rights and privileges granted to the Supplier herein for the performance of its obligations herein, none of Edmonton Airports' ownership rights or title to any of the Proprietary Data or Edmonton Airports' patents, trademarks or copyrights are hereby sold, transferred, licensed or assigned to the Supplier. The Supplier agrees to return all originals and copies of the Proprietary Data upon demand by Edmonton Airports. All data developed by the Supplier under the Purchase Order shall be the sole property of Edmonton Airports and the Supplier shall not use, duplicate or disclose such data or the Proprietary Data other than for the express purpose of fulfilling the Contract Terms. If requested by Edmonton Airports, the Supplier will do all things reasonably necessary to transfer legal ownership of the data to Edmonton Airports.
23.	**Intellectual Property Indemnity:** To the extent that the Goods and work resulting from the Services ordered by Edmonton Airports are sold and/or manufactured by the Supplier pursuant to specifications, designs or processes not originated by Edmonton Airports, the Supplier shall defend, indemnify and hold harmless Edmonton Airports, its officers, directors, employees, agents, clients, and customers from any expense, cost, loss, claim, damage, judgement or liability for infringement or alleged infringement of any patent, copyright, industrial design, trademark, trade secret or other intellectual property right with respect to such Goods and Services and their process of manufacture and agrees at its own expense to defend or assist in the defence of, at Edmonton Airports' option, any action in which such infringement is alleged with respect to the manufacture, sales and/or use of such Goods and work from the Services. If any of the Goods and work from the Services ordered by Edmonton Airports is held to constitute infringement and its use is enjoined, the Supplier shall, at its sole expense, obtain for Edmonton Airports the right to continue using such Goods and work from the Services, or replace or modify the same so that it is not infringing while still complying with Edmonton Airports' requirements.
24.	**Governing Law and General Indemnity:** The Purchase Order shall be governed and interpreted by the laws of the Province of Alberta, Canada. The courts of Alberta shall have exclusive jurisdiction in the event of any dispute

	arising out of this Purchase Order. The United Nations Convention on Contracts for the International Sale of Goods and any legislation enacted for same do not apply to this Purchase Order. The Supplier shall, at the Supplier's sole cost and expense, release, defend, indemnify and hold harmless Edmonton Airports and its officers, directors, employees and agents from any and all claims, losses, expenses, liabilities and damages (including legal fees on a solicitor-and-own-client (full indemnity) basis) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (1) the Supplier's breach or default of the Contract Terms or Purchase Order; or (2) subcontractors, or agents or the employees of either, in the performance of the Purchase Order.
25.	**Confidentiality:** The Supplier shall keep confidential and prevent the unauthorized disclosure of information disclosed by Edmonton Airports, which is confidential by its nature including without limitation commercial, financial, marketing, operational, or strategic information related to the business of Edmonton Airports, on a verbal, visual or written medium, whether it is marked confidential or restricted or not ("Confidential Information") The Supplier shall protect Confidential Information from disclosure to third parties using the same degree of care that it uses for its own confidential information, but no less than best efforts.
26.	**Publicity:** The Supplier shall not use Edmonton Airports' name for the purpose of advertising, press releases, promotion or solicitation without the prior written consent of Edmonton Airports**.**
27.	**Security Clearance:** The Supplier must meet all airport security requirements, including but not limited to obtaining a temporary or permanent pass. Edmonton Airports may provide the Supplier with a security escort while the Supplier is delivering the Goods or performing the Services in a restricted area.
28.	**Assignment and Subcontracting:** The Purchase Order may not be assigned or subcontracted in whole or in part by the Supplier without the prior written approval of Edmonton Airports.
29.	**The Supplier's Status:** This Purchase Order is for the supply of the Goods and Services. The Supplier and the Supplier's employees, servants or agents are not employees, servants or agents of Edmonton Airports.
30.	**Time:** Time is of the essence in the performance of the Purchase Order.
31.	**Notices:** Notices shall be given in writing and delivered in person or by prepaid registered mail, or by courier or transmitted by facsimile to the applicable addresses in the Purchase Order.
32.	**Rights:** None of the rights and remedies of Edmonton Airports provided in this Purchase Order shall be exclusive and all of Edmonton Airports' rights and remedies in this Purchase Order are in addition to any other rights and remedies provided by law.
33.	**Waiver:** A waiver by Edmonton Airports of any of its rights under this Purchase Order will not be deemed to be a waiver of any other right nor a continuing waiver of that particular right.
34.	**Survival:** Obligations in the Purchase Order extending past the termination or expiration of the Purchase Order shall survive the termination or expiration of the Purchase Order and the supply of the Goods or the provision of the Services.
35.	**Successors and Assigns:** This Purchase Order will enure to the benefit of Edmonton Airports and its successors and assigns and will be binding on the Supplier and its successors.
36.	**Exclusivity:** This Purchase Order is not an exclusive contract for the provision of Goods and Services. Edmonton Airports may contract with others for the same or similar Goods and Services or may obtain the same or similar Goods and Services internally.

37.	**Set-Off:** Edmonton Airports may set-off against any amounts owed to the Supplier under this Purchase Order or any amounts that become due or owing to the Supplier by Edmonton Airports.
38.	**Capacity:** The Supplier represents it is duly organized or incorporated in the relevant jurisdiction and has full capacity to enter into this Purchase Order and perform the obligations hereunder. The Supplier represents that this Purchase Order does not violate any other agreement binding on the Supplier.
39.	**Electronic Image:** Edmonton Airports may convert paper records of this Purchase Order and all other associated documentation (each a "Paper Record") into electronic images (each an "Electronic Image"). Each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.
40.	**Conflict of Interest**: The Supplier shall disclose any current, future or potential conflicts of interest arising in connection with the performance of this Purchase Order. Non-disclosure may constitute sufficient cause for Edmonton Airports to terminate this Purchase Order for cause as per Section 14.

ADDITIONAL TERMS AND CONDITIONS

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