



## **PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS & SERVICES**

Any individual legal entity belonging in whole or in part to NCSG Holdings Canada Ltd. shall hereinafter be collectively referred to as "NCSG".

### **1. Acceptance**

Unless a valid Master Agreement or Subcontractor Agreement is in place between NCSG and Vendor, these below set of terms and conditions along with any information, additional terms or documents referenced on or supplied with the Purchase Order (collectively referred to as the "Contract") constitutes the entire agreement between such parties. Vendor's written acceptance of this Contract, shipment of goods or commencement of services as listed in this Contract shall constitute acceptance of the terms herein by Vendor and the terms herein shall prevail over the terms of any document put forward by Vendor unless specifically accepted in writing by NCSG.

### **2. Title, Risk and Delivery of Goods**

Title to the goods, or a part thereof, shall be transferred to NCSG as, and to the extent, NCSG pays for the goods, or a part thereof. Any transfer of title to the goods shall be without prejudice to NCSG's right to refuse the goods. Goods shall be shipped FOB destination (Incoterms 2010) at Vendor's expense unless otherwise agreed to in writing by NCSG. Unless otherwise specified, care, custody, control and risk of loss of the goods shall transfer from the Vendor to NCSG upon delivery.

### **3. Compliance with Law**

All goods and services provided hereunder shall be produced, sold, delivered, furnished and performed in compliance with all applicable laws and regulations, and the requirements of any regulatory authority having jurisdiction over the goods or services.

### **4. Health, Safety and the Environment (HSE)**

Vendor shall be responsible for safety at all times during the performance of its obligations under this Contract. Vendor shall comply with all health and safety laws and regulations as well as all work practices prescribed by law and by NCSG and its client, as applicable. NCSG reserves the right to terminate this Contract if Vendor's safety performance is not satisfactory for the services to be provided or if Vendor is considered non-compliant with the HSE requirements of NCSG and its client, as applicable.

### **5. Taxes**

Except for the Goods and Services Tax ("GST"), and any applicable provincial sales tax, the rates stated herein are inclusive of all taxes, fees, duties or charges imposed by any governmental authority upon or resulting from the work.

### **6. Invoices and Payment**

Vendor shall prepare all invoices and submit within thirty (30) days of the provision of the goods and services. NCSG reserves the right to not accept nor be responsible for payment of invoices submitted more than ninety (90) days after the provision of goods and services. Unless otherwise indicated, the price includes packaging, transportation to destination specified and all applicable duties and taxes. Canadian Vendor's GST registration number must be shown on all invoices. Unless indicated otherwise in this Contract, payment of invoices will be made within sixty (60) days from the date of the undisputed invoice.

### **7. Changes**

NCSG will not pay invoices at a higher rate or amount than shown on this Contract. Any change must be on a written change order signed by an authorized representative of NCSG. Vendor agrees not to perform any Work until NCSG accepts an agreed upon change in writing.

### **8. Warranty**

Vendor warrants that:

- a) all goods provided under this Contract will be in accordance with the designs or specifications, free from defects, liens, encumbrances, and claims, be of good and merchantable quality, and fit and suitable for NCSG's purposes.
- b) services provided under this Contract and performed by Vendor will be performed with due diligence, in a good and workmanlike manner, using skilled, competent and experienced workers and supervisors, and in accordance with good industry practices.



Vendor will repair, replace, correct, or provide a refund for any non-conforming or deficient goods or services discovered within three (3) months of provision of said goods or services or within any warranty period provided to NCSG by Vendor, whichever is greater.

**9. Indemnity**

Vendor agrees to indemnify and save harmless NCSG from and against all claims, demands, liabilities and actions which may at any time be asserted, made or brought against NCSG; and be liable to and compensate NCSG for all losses, costs, damages and expenses whatsoever which may at any time be suffered, incurred or sustained by NCSG, directly or indirectly arising out of or related to any breach by the Vendor of this Contract or to the extent occurring as a result of the negligence or willful misconduct of Vendor and its personnel in connection with, related to or arising out of the performance, purported performance or non-performance of the services under this Contract including all claims for bodily injury, sickness, disease, death or injury or damage or destruction of property.

**10. Force Majeure**

If either party is unable to perform the obligations of this Contract due to an unforeseeable cause beyond the impacted party's control, except lack of funds, then performance of this Contract may be partially or wholly suspended at NCSG's sole option during the continuance of such causes and the time for performance shall be correspondingly extended. Neither party is responsible to the other for costs incurred as a result of Force Majeure. Notification of Force Majeure within two (2) days is the responsibility of the impacted party.

**11. Termination at Option of NCSG**

NCSG reserves the right in such event to terminate this Contract, but in such event, NCSG shall only pay to Vendor all actual direct costs and expenses incurred by Vendor with respect to this Contract prior to date of termination.

**12. Insurance & Workers' Compensation**

Vendor shall maintain relevant insurance and workers' compensation and, when requested, provide NCSG with evidence of such at amounts and terms indicated in this Contract prior to performance of work and payment of invoice.

**13. Confidential Information**

The parties shall treat as confidential and shall not, without the prior written consent of the other party, publish or disclose or permit to be published or disclosed to a third party, any information reasonably deemed to be confidential which is supplied to, obtained by, or which comes to the knowledge of the parties as a result of this Contract except as required by law, rules or regulations.

**14. Independent Vendor**

Vendor shall be an independent vendor with respect to the provision of goods and services and NCSG shall have no direction or control of Vendor or its employees, agents and subcontractors except with respect to the work to be performed hereunder.

**15. Subcontracting and Assignment**

Vendor may not subcontract or assign any of its rights or obligations under this Contract without the written consent of NCSG, which consent may be reasonably withheld.

**16. Applicable Law**

This Contract shall be interpreted and construed in accordance with the laws of Alberta, Canada, and the parties hereby attorn to the exclusive jurisdiction of the courts in Alberta.

**17. Time**

Time shall be of the essence of this Contract.