

# STANDARD TERMS AND CONDITIONS

## - For Purchase -



### 1. DEFINITIONS

- a) In these Standard Terms and Conditions:
- i) "Agreement" means these Standard Terms and Conditions, the Purchase Order, supplementary agreement (i.e. Quality Agreement), and any documents referenced in or attached to the Purchase Order, and any written amendments thereto.
  - ii) "Applicable Policies" means all of PERI's environmental, health and safety, site and other corporate policies, requirements, and procedures, as amended from time to time including, but not limited to, PERI's Non-disclosure Agreement and Code of Conduct for Suppliers of PERI Group.
  - iii) "Assembly Instructions" means the written instructions delivered together with the Equipment, or available to PERI from Supplier on request, describing how the Equipment is to be assembled, installed, and maintained.
  - iv) "Goods" means the goods, merchandise, supplies, Equipment, and other materials described in the Purchase Order to be sold by Supplier to PERI.
  - v) "Encumbrance" means any claim, privilege, lien, charge, encumbrance, levy, security interest, mortgage, pledge, hypothecation, seizure, trust attachment, judicial process, ownership interest, license, sublease or other right in favour of any person which would give such person a claim in priority to PERI.
  - vi) "Equipment" means the equipment described in the Purchase Order together with any parts, accessories, replacements, or additions, now or hereafter related to or affixed thereon. Any reference to the Equipment shall, where appropriate, include a reference to part of it.
  - vii) "PERI" means PERI Formwork Systems Inc.
  - viii) "PERI End Customers" are third parties to whom PERI supplies Goods by sale or lease.
  - ix) "Purchase Order" means either a PERI Purchase Order or a PERI Order Confirmation, which is issued by PERI to Supplier in relation to the acquisition of Goods or Services.
  - x) "Services" means the services described in the Purchase Order to be provided by Supplier to PERI.
  - xi) "Supplier" means the company, firm, partnership, joint venture, individual, or other entity that agrees to supply Goods or Services to PERI.

### 2. ENTIRE AGREEMENT

- a) The Agreement as defined herein forms the entire agreement between PERI and Supplier and no other express or implied terms, written or oral, shall be incorporated into the Agreement.
- b) Amendments to the Agreement must be in writing and executed by PERI and Supplier.
- c) In the event of any conflict or inconsistency between the Standard Terms and Conditions, Quality Agreement, and the Purchase Order, the Standard Terms and Conditions shall govern but only to the extent of any such conflict or inconsistency.
- d) Unless a differing contractual agreement has been expressly made in writing, these Standard Terms and Conditions, Quality Agreement, and the Purchase Order shall exclusively apply. Other provisions, in particular Supplier's general terms and conditions of business, shall not become part of the Agreement, even if PERI does not expressly reject same.
- e) Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of PERI, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Supplier.
- f) The Agreement shall apply to all Services, including future services rendered within the framework of on-going business relations.

### 3. PRICES AND PAYMENT

- a) Supplier is deemed to have accepted the Purchase Order on the earliest of (a) Supplier transmitting to PERI its written or oral acceptance of the Purchase Order; (b) Supplier shipping to PERI any of the Goods covered by the Purchase Order; and (c) Supplier starting to perform any of the Services covered by the Purchase Order. PERI may revoke a Purchase Order at any time prior to acceptance. Acceptance of the Purchase Order constitutes acceptance of the Agreement.
- b) PERI will pay the price for the Goods and Services in the amount stated

- in the Agreement and, unless otherwise specified in the Agreement, within sixty (60) days following receipt from Supplier of its invoice and supporting documentation meeting the requirements contained in the Agreement. In no event will PERI pay for Goods before the delivery of the Goods.
- c) Payment for Goods and Services does not limit PERI's rights under the Agreement nor does payment acknowledge Goods and Services are in compliance with the Agreement.
- d) All currency amounts listed in the Agreement are in Canadian dollars unless specifically referenced in another currency.
- e) All taxes, levies, and fees in connection with Services or Goods shall be borne by Supplier unless otherwise agreed in writing, except for Canadian and provincial sales taxes which are payable by PERI.
- f) Supplier shall not allow Goods and Services to become subject to any Encumbrance unless such Encumbrance is caused by PERI or authorized in writing by PERI.

### 4. DELIVERY AND TRANSFER OF RISK

- a) Supplier must deliver the Goods, assemble and install them (if applicable), and perform the Services within the time, in the manner, and at the place specified in the Agreement. Supplier must deliver the Goods as ordered in the Agreement and has no right to make any substitution or replacement without PERI's prior written consent.
- b) Unless otherwise specified in the Agreement, shipping to the place of delivery specified in the Agreement is the responsibility of the Supplier. Supplier's responsibility includes, but is not limited to, the following:
  - i) Arranging and paying for shipping and transportation;
  - ii) Packaging Goods, ensuring Goods are suitably prepared for shipping and are carefully wrapped, identified and fixed on the pallet, as appropriate and applicable, so as to avoid damage during transportation and handling and will dispose of packaging when delivery is complete;
  - iii) Providing written notice to PERI at least 48 hours in advance of delivery;
  - iv) Providing Assembly Instructions, if applicable;
  - v) Clearing the Goods through customs, if applicable, and delivering the Goods as "delivered duty paid" and with all necessary documentation related to international cross-border travel;
  - vi) Paying all duties, taxes, levies, and other charges necessary for customs clearance to Canada, if applicable; and
  - vii) Goods are at Supplier's risk until delivery to PERI at the place of delivery specified in the Agreement except, where Supplier is to assemble and install Goods, Goods are at Supplier's risk until assembly and installation is complete.
- c) Supplier invoices for Goods or Services shall be delivered by email or regular mail. Supplier invoices must show particulars of the price, including taxes, levies, duties and price discounts, an Agreement number or reference, a complete description of the Goods and Services covered by that invoice, and, if not provided earlier, any documentation required by cross-border shipments to Canada, test or material data sheets specified in the Agreement, and any other information required by PERI. If Supplier invoices do not include this information and documentation, then supplied Goods listed in the invoice shall be stored at the cost and risk of Supplier until arrival of the proper documentation unless this condition is expressly waived by PERI.
- d) Delivery times and deadlines indicated in the Agreement shall be binding on Supplier and PERI. In the event of delay in delivery attributable to Supplier, PERI shall be entitled to liquidated damages for delayed delivery in the amount of 0.5% of the delivery value per complete week of delay up to a total amount of 5% of the delivery value. If PERI incurs damages as a result of Supplier's delayed delivery greater than the liquidated damages payable, Supplier is responsible for those damages and PERI reserves the right to exercise other remedies available under the Agreement or by law.
- e) Supplier must immediately notify PERI in writing of any circumstances in its knowledge that may cause delay in a particular delivery. If delivery is or will be delayed to a point at which PERI determines, in its sole discretion, it will incur substantial damage, PERI shall be free to cancel the delivery or terminate the Agreement, without liability, and to look elsewhere for its goods and services. If PERI terminates the Agreement in these circumstances, PERI will pay Supplier for all Goods and Services delivered in good order to the date of termination less any damages suffered by PERI as a result of the delay. This is in addition to other rights PERI has in law and under the Agreement.
- f) All delivery documents must be signed by an authorized person on site.
- g) Partial performance by Supplier shall not be permitted. Partial delivery

# STANDARD TERMS AND CONDITIONS

## - For Purchase -



by Supplier is only permitted if agreed in writing by PERI.

### 5. DOCUMENTS, INFORMATION AND DOCUMENTARY EVIDENCE

- a) Documents provided by PERI and specifications given by PERI, such as illustrations, drawings, indications of weight, strength, quality, dimension, and quantity, shall be binding. If Supplier detects any errors or concerns in the documents and specifications provided by PERI, Supplier shall notify PERI of same immediately.
- b) Prior to shipping, if available, and at the latest on delivery, Supplier shall provide PERI with required quality certificates, test certificates, analysis reports, material data sheets, formal acceptance certificates, and other documents required in the Agreement or ordinarily required by law, ordinance, code, or practice in connection with Goods and Services.

### 6. ASSEMBLY AND INSTALLATION

- a) If Supplier is responsible for assembly or installation of the Goods, Supplier shall perform these services in a careful and prudent manner in compliance and conformity with safe industry practices, Applicable Policies, Assembly Instructions, and in accordance with the requirements of all applicable laws, ordinances and regulations.
- b) PERI may agree to provide engineering or design services in respect of the Goods, in which case all plans, calculations, designs, method statements and design advice produced by PERI, or its agents or consultants, before or after delivery of the Goods are intended to be only a general guide. It is the Supplier's sole responsibility to check the adequacy, accuracy, suitability and completeness of the design advice and to notify PERI forthwith of any concerns.

### 7. LEGAL COMPLIANCE – GOODS AND SERVICES

- a) Supplier warrants to PERI that the origin of the Goods, the materials used, their design, manufacture, packaging, use instructions, distribution, assembly, installation, testing, delivery and sale, as well as the provision of Services, will comply with all applicable international law, federal, provincial, territorial, state, municipal, local and other laws, regulations, and rules and with all codes and standards of governmental and other authorities having jurisdiction over same including those relating to environmental protection, safe handling of waste and hazardous substances, health and safety, labour and employment, and the conduct of the Supplier's business. Supplier will comply with PERI Applicable Policies.

### 8. TITLE AND COPYRIGHT

- a) Title to and ownership of the Goods shall pass to PERI at the time of delivery of the Goods to the place specified in the Agreement; or if performance tests or trials conducted by PERI are provided for in the Agreement, at the time of acceptance of the Goods by PERI. Supplier bears all risk of loss and damage to the Goods until that transfer of title and ownership takes place.
- b) Supplier warrants that the Goods, any materials, process or know-how used for their design, manufacture, packaging, use instructions, distribution, assembly, installation, testing, delivery and sale, the possession, use and resale of the Goods, and the rendering of the Services will not infringe any patent, trade mark, industrial design, copyright or other intellectual property right or any other rights or interests of any third party in or outside Canada; that it has paid and will pay all license fees, royalties and similar expenses that may be due to third parties in connection with the Goods and Services, unless otherwise specified in the Agreement; that PERI will have the right to use all software accompanying the Goods; and that PERI has the right to pass on to third parties its rights and interests in the Goods and Services within the framework of ordinary business transactions and sales.
- c) Supplier warrants that it has the right to sell the Goods and to provide the Services in accordance with the Agreement. It will convey to PERI good and marketable title to the Goods; and it will deliver to PERI all Goods and Services free and clear of all Encumbrances.
- d) If any Encumbrances are held or asserted, including any liens of subcontractors, suppliers, workers, or other persons providing goods or services in connection with the Agreement, Supplier is responsible to obtain the release of those Encumbrances at its sole expense and forthwith. Supplier will be responsible for PERI's damages in this regard.

### 9. INSPECTION FOR DEFECTS

- a) Prior to shipping, Supplier must inspect the Goods to ensure the Goods are complete, of good quality, and free from defects. This includes

testing, material checks, inspection during assembly or manufacturing, and other steps recommended and reasonable in addition to those steps required under the Agreement to ensure the safety and good quality of the Goods.

- b) PERI has the right to inspect Goods at the place of delivery to PERI and at the locations where the Goods are made or stored, including on premises of subcontractors, suppliers, workers and other persons performing work in connection with the Agreement. Supplier must grant and direct third parties performing work in connection with the Agreement to grant to PERI free access to their premises and to shop drawings and all other relevant information for inspection during normal business hours.
- c) Unless otherwise specified in the Agreement, PERI inspects the Goods delivered to PERI on a sample basis only and for visible defects. The inspection will be performed in the ordinary course of business.
- d) PERI has the right to reject, within a reasonable period after delivery, and to return to Supplier, at Supplier's expense, any Goods and Services that are not as ordered, are not in good operating condition and repair (if applicable) or do not meet all conditions (including the design, specifications, performance requirements and description) specified in the Agreement, together with any Goods delivered in error or excess. Supplier will have no claim for damages or other costs against PERI for any Goods or Services so rejected or returned, will indemnify and hold PERI harmless from and against all claims relating to those Goods or Services, and at PERI's request, will assume its defence in connection therewith.
- e) If performance tests or trials of the Goods by PERI are provided for in the Agreement, PERI will start and complete those tests and trials within a reasonable period after delivery but no acceptance will be deemed to occur until successful completion of those tests and trials to PERI's satisfaction. Inspection or acceptance of Goods or Services does not limit PERI's rights under the Agreement. Supplier shall not raise any defences regarding delayed assertion of non-visible defects.

### 10. RISK

- a) Supplier shall, until Supplier's obligations hereunder are fully discharged (including delivery in full of Goods and transfer to PERI of title), bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Goods or any part thereof. Supplier is not relieved of its obligations under this Agreement as a result of any loss.
- b) PERI shall have no liability in contract or in negligence or otherwise for consequential loss, special loss, indirect loss, or economic loss, howsoever arising, including damages for loss of business profits.
- c) Supplier will indemnify and save harmless PERI and its directors, officers, employees, and representatives against all claims brought against them arising out of or in connection with (a) the Goods supplied or the Services provided under the Agreement; (b) a breach by Supplier of any of its warranties or other obligations under the Agreement; (c) any error, act or omission of Supplier or any of the Supplier's employees, subcontractors, suppliers, workers and other persons performing Services or work in connection with the Agreement; and (d) any antidumping or similar duties, together with any fines, penalties or interest resulting from late or non-payment and other costs for which PERI may become liable as a result of the supply of the Goods hereunder.
- d) PERI has the right to deduct from payments owing to Supplier under the Agreement any amount paid by PERI and for which Supplier is liable, including claims for which Supplier must indemnify PERI, taxes, Encumbrances, or other claims or deductions that should have been paid by Supplier.

### 11. INSURANCE

- a) Until the Supplier's obligations hereunder are fully discharged (including transfer to PERI of title and risk to the Goods or until completion of the Services as applicable), the Supplier shall, at its own expense, maintain:
  - i) Comprehensive all risks insurance on its own plant, equipment and materials and property of others in its care, custody and control for the full insurable value, including while in transit to final destination, with a waiver of subrogation in favour of PERI;
  - ii) General public liability and property damage insurance with limits of liability equal to at least \$2,000,000 per occurrence (or such greater amount as PERI may require from time to time), and such insurance shall extend to all liabilities of the Supplier arising out of its performance under the Agreement with a waiver of subrogation in favour of PERI;

# STANDARD TERMS AND CONDITIONS

## - For Purchase -



- iii) Automobile liability insurance with a minimum limit for each occurrence of \$2,000,000 with a waiver of subrogation in favour of PERI; and
  - iv) Only if the address of the Supplier stated in the Agreement is in the United States, Worker's Compensation including Employers' Liability for a minimum limit of U.S. \$2,000,000 with a waiver of subrogation in favour of PERI.
- b) Supplier shall supply PERI, upon request, with certified copies of all insurance policies or other evidence satisfactory to PERI as proof of satisfaction of these insurance covenants.
- c) If Supplier fails to fulfill its insurance obligations hereunder, then, without prejudice to PERI's other rights and remedies, PERI shall have the right, but not the obligation, to procure insurance covering PERI's interest (but not Supplier's interest), in such form and amount and with such insurers as PERI shall determine from time to time, all at Supplier's expense. Nothing herein shall be deemed to obligate or entitle PERI to act as an insurer hereunder or to arrange any insurance for the benefit of Supplier. Nothing herein shall require PERI to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. PERI reserves the right to terminate any insurance coverage, which PERI may arrange, or allow same to lapse, without incurring any liability to Supplier.
- d) PERI will not bear the costs of insurance for Goods, in particular for freight forwarding insurance.
- e) PERI has independently insured itself against transport damage.

### 12. WARRANTIES

- a) Supplier warrants that:
- i) The Goods will be new, including all their components;
  - ii) The Goods will conform to the design, specifications, performance requirements, quality, suitability or durability, description, and in respect of any further matter or thing set out in the Agreement;
  - iii) The Goods are, at the time of sale, free of latent defects which render the Goods potentially unsafe or unfit for the use for which they were intended. If Supplier was aware or ought to have been aware of a latent defect, it is bound not only to replace or repair the Goods but to pay all damages suffered by PERI.
  - iv) A defect is presumed to have existed at the time of a sale by Supplier if the Goods malfunction or deteriorate prematurely in comparison with identical or similar goods.
  - v) Supplier will extend to PERI the benefits of its standard warranties and guarantees against defects in design, material and workmanship of the Goods on the terms and conditions disclosed to PERI and approved in writing by PERI; failing which, Supplier warrants that the Goods will be free from any defect in design, material and workmanship for a period of 18 months from the date of the transfer to PERI of title and risk to the Goods under section 8 TITLE AND COPYRIGHT and, during that period, it will at its expense remove and replace or repair all defective items;
  - vi) PERI will have the benefit of all warranties, guarantees, service contracts and similar contracts available to Supplier from its suppliers, manufacturers or sellers of the Goods for their full term;
  - vii) PERI has the benefit of all implied warranties for the Goods including implied warranties of merchantability and fitness for a particular purpose; and
  - viii) Supplier understands that PERI may sell or otherwise transfer Goods to third parties (PERI End Customers) and confirms that all warranties, guarantees, service contracts and similar contracts are portable and available to PERI End Customers. If PERI is required to take back Goods from PERI End Customers or to pay damages or costs to PERI End Customers as a result of a defect or other problems with the Goods which are the fault of the Supplier in whole or in part, Supplier shall reimburse PERI for all damages, costs, and expenses related to such claim.

### 13. RECALL

- a) PERI shall be entitled, at its absolute discretion, to recall Goods supplied to PERI End Customers if sufficient suspicion arises that the product supplied by the Supplier has a serial defect. In this context, serial defects shall mean that at least a few items from a category of Goods provided under the Agreement have the same or a similar defect. Recall within the meaning of this clause means that PERI may take any and all measures in order to ensure that PERI End Customers do not suffer any disadvantage through use of the Goods; in particular, PERI may announce warnings and arrange for the exchange of the defective Goods.

- b) If PERI notifies Supplier that a recall is required, Supplier shall provide PERI with all requisite information, including batch numbers, to ensure PERI is in a position to assess the impact and consequences of the serial defect, in order to fully remove the defect in each recalled Good.
- c) Supplier shall assume all costs of the recall including:
- i) Costs of return of the defective Goods to PERI or Supplier;
  - ii) Costs of repair or replacement of the defective Goods;
  - iii) Costs of return delivery of repaired or replaced Goods to PERI End Customers;
  - iv) Costs of scrapping any or all defective Goods as necessary;
  - v) Costs of PERI damages related to the recall including increased labour costs, claims from PERI End Customers against PERI, and other expenses chargeable to PERI and related to the recall.
- d) Supplier shall be under a duty, at its own expense, to resupply to PERI replacements for the Goods exchanged by PERI within the framework of the recall.

### 14. REPLACEMENT PARTS

- a) Supplier shall be under a duty to hold replacement parts for the period of anticipated technical use and for at least ten years following delivery according to reasonable terms and conditions.
- b) If Supplier discontinues the manufacture of replacement parts, it shall be under a duty to notify PERI accordingly and to give PERI an opportunity to place a final order.

### 15. PERFORMANCE OF SERVICES

- a) Supplier will provide Services to PERI diligently, in a professional manner and in accordance with the highest industry standards and practices. Supplier, on behalf of itself and all its employees, subcontractors, suppliers, workers and other persons performing Services, is solely responsible for compliance with the Agreement, Applicable Policies, and with all applicable laws, codes, and ordinances. Supplier is solely responsible for any breach by any of those persons of the Agreement, Applicable Policies, laws, codes, or ordinances.
- b) Supplier is solely responsible for safety relating to its provision and performance of Services including, but not limited to, safety of employees, subcontractors, suppliers, workers, and other persons performing such Services. Supplier warrants and is fully responsible to ensure that all employees, subcontractors, suppliers, workers, and other persons performing Services have the requisite knowledge, skills, and training to perform the Services in the Agreement in compliance with the Agreement, Applicable Policies, and applicable laws, codes, and ordinances.

### 16. SUPPORT FOR CONTINUOUS IMPROVEMENT AND COST SAVINGS

- a) Supplier acknowledges that PERI is engaged in initiatives that will help it generate cost savings and improvements to Goods and Services. PERI expects its suppliers, including Supplier, to participate actively in this approach by providing PERI with value proposal offerings, best practices and efficiencies, notification of cost reductions and savings, and other information and offerings that will assist PERI in achieving improvement in Goods and Services and costs savings, where available.

### 17. RETENTION OF TITLE

- a) In-so-far as PERI provides Supplier with components, PERI reserves title thereto. Processing or combining with other items owned by a party other than PERI by Supplier shall be undertaken on behalf of PERI. In the event of processing or combining, PERI shall acquire co-ownership of the processed and combined items in the ratio of the value of the part of the item owned by PERI as compared with the other processed parts of the item at the time of processing or combining.
- b) Models, specimens, tools, measuring and testing devices, and other PERI equipment, drawings, work sheets, printing templates, etc. provided to Supplier by PERI shall remain in the ownership of PERI and may only be disclosed to or used by third parties on PERI's prior written consent. On conclusion of this Agreement, these materials and equipment will be returned to PERI or destroyed at PERI's sole discretion.
- c) Supplier agrees that it will (i) keep in strict confidence all PERI's non-public, confidential or proprietary materials and information, (ii) not copy or disclose them except as specifically consented to in writing by PERI, (iii) only use them for the purpose of providing the Goods or Services under the Agreement, and (iv) exercise reasonable care to preserve the confidentiality of those materials and information and will employ at least



# STANDARD TERMS AND CONDITIONS

## - For Purchase -



the same safeguards as it uses to protect its own confidential information of a similar nature.

### 18. PERI'S RIGHT TO TERMINATE OR CANCEL

- a) PERI reserves the right to cancel, at its sole discretion, by prior written notice any unshipped portion of the Goods.
- b) If Supplier (a) becomes insolvent, bankrupt, or any notice or action is commenced relating to bankruptcy, or (b) is in breach of any of its warranties or obligations under the Agreement and, on provision of 5 (five) days' written notice of the default from PERI, fails or refuses to rectify the breach, PERI has the right, without any liability whatsoever, to:
  - i) Immediately cancel the Agreement, in whole or in part, including the right to return to Supplier, at Supplier's expense, any Goods already delivered and immediately to cancel a Purchase Order as to non-delivered or non-conforming Goods and Services and as to Goods not yet shipped and Services not yet delivered;
  - ii) Place orders for any goods or services elsewhere; and
  - iii) Immediately obtain the refund of all amounts then paid to Supplier under the Agreement for non-delivered or non-conforming Goods and Services and for Goods not yet shipped and Services not yet delivered.
- c) The Agreement will not be or deemed to be an asset in the case of Supplier's bankruptcy.
- d) This Agreement cannot be cancelled by Supplier. An order once placed by PERI, can only be cancelled with PERI's written consent and upon terms that will indemnify PERI against loss.

### 19. FORCE MAJEURE

- a) If a party is unable to perform its obligations under the Agreement due to a Force Majeure event, including fires, explosions, floods, earthquakes, acts of God or nature, war, terrorism, sabotage or civil disorder, epidemic, strikes, lockouts or other work stoppages, delay or default of carriers, order of government or semi-public authority, or any other significant event that is beyond the reasonable control of the parties, the Agreement will not be in default for the period during which the Force Majeure lasts. A party suffering a Force Majeure event shall give immediate written notice to the other party of the Force Majeure with details. If the Force Majeure event affects Supplier's ability to deliver Goods or Services for a period of seven (7) days or more, PERI will be entitled to exercise the same rights as those listed in section 18 PERI'S RIGHT TO TERMINATE OR CANCEL, paragraph b) (i) to (iii), without any liability whatsoever.

### 20. GENERAL CONDITIONS

- a) This Agreement and all rights, remedies and benefits of PERI hereunder may be assigned by PERI without notice to or the consent of Supplier and Supplier hereby accepts such assignment and waives signification of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment, the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits, which would otherwise accrue to PERI under this Agreement.
- b) Subject to applicable legislation, Supplier hereby consents to PERI conducting a credit investigation of Supplier and to PERI making inquiries with financial institutions or other persons in a business relationship with Supplier in connection therewith; Supplier hereby authorizes and directs such persons to answer PERI's inquiries.
- c) Supplier shall promptly notify PERI in writing of: (a) any change in Supplier's name; (b) any change in the location of Supplier's Head Office; (c) any change in Supplier's insurance that is not in compliance with this Agreement; and (d) when the Services or work in connection with the Agreement are not performed by employees of Supplier, Supplier shall identify in writing the names of any of its subcontractors to PERI at least two business days prior to such subcontractors starting to perform such Services or work. On notification, PERI has the right to reject the subcontractor(s) and to request a substitution for any reason whatsoever of any of Supplier's subcontractors.
- d) This Agreement shall be governed by law of the Province of Ontario and the parties attorn to the jurisdiction of the courts of the Province of Ontario.
- e) If any dispute arises between the parties relating to the application, interpretation, implementation or validity of this Agreement, apart from other remedies afforded to the parties, they may agree to resolve the dispute by arbitration subject to the Ontario *Arbitration Act, 1991*. The decision arrived at by the arbitrator shall be final and binding and no

appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- f) Subject to the terms hereof, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- g) Nothing in this Agreement shall be construed as constituting PERI and Supplier as partners, joint venturers, or agents of one another.
- h) Any notice required or permitted to be given hereunder must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by hand, email, or facsimile transmission to the party's address or at such other address as such party specifies to the other party in writing or, if sent by regular or registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.
- i) Supplier agrees to do all things and execute or obtain all documents as may be required by PERI in order to give effect to or better evidence this Agreement.
- j) Time is of the essence in this Agreement.
- k) Expiration or termination of the Agreement shall not prejudice any rights or relieve either party of any of its obligations that have arisen on or before the date of expiration or termination. Any provision of the Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration of the Agreement, including, but not limited to, provisions concerning payment of outstanding amounts, warranties, confidentiality and indemnities, shall so survive.
- l) If PERI accepts a late or partial delivery or delays the enforcement of its rights or remedies under this Agreement on any occasion, such acceptance or delay shall not constitute a waiver by PERI of its rights hereunder and all amounts and obligations owing under this Agreement shall continue to be payable when due.
- m) If more than one person executes this Agreement as Supplier, their obligations hereunder shall be joint and several.
- n) The rule of *contra proferentem* does not apply to this Agreement. Each party has had opportunity to make changes to this Agreement.
- o) All rights and remedies of PERI under the Agreement are cumulative and may be exercised together.
- p) Except as specifically set out herein, no assignment of this Agreement shall be permitted without written consent of the parties.
- q) It is the express wish of the parties that this contract be drawn up in English.
- r) Except as otherwise provided, the invalidity or unenforceability of any term of the Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
- s) Supplier has read and understood this Agreement and is signing this Agreement voluntarily and without duress. Supplier has had the opportunity to obtain independent legal advice before executing this Agreement.