UNIVERSITY OF CALGARY

PURCHASE ORDER TERMS & CONDITIONS

ARTICLE 1 – INTERPRETATION

1.1 **Definitions**. In these Purchase Order Terms & Conditions, unless words or terms are defined in the section or the context in which they are used, all other capitalized terms shall have the following meaning:

(a) **"Buyer"** means The Governors of the University of Calgary;

(b) **"Buyer Group"** means Buyer, its affiliates, and their respective directors, officers, employees, contractors, trustees, representatives, advisors and agents;

(c) **"Claims"** means any and all demands, claims, actions, causes of action, proceedings, suits, damages, losses, costs, interest, expenses, disbursements, liabilities, liens, fines, penalties, settlements, awards, adjudications, judgments, unpaid Taxes of any kind whatsoever, including the costs of enforcing any rights of recourse under this Purchase Order (including reasonable legal fees on a solicitor-and-own-client basis and professional fees incidental thereto) and the cost of pursuing any insurance providers;

(d) "**Confidential Information**" means any confidential information, including information identified as confidential or proprietary or reasonably understood as being of a confidential or proprietary nature, whether communicated in written form, orally, visually, demonstrably, technically, or by any other form of media and not otherwise available to or disclosed to the public, concerning the Buyer or its operations, business, products, services, processes, students, employees, customers, clients, forecasts, technology, technical information, plans, proposals, processes, reports, inventions or other information subject to intellectual property rights, including any records, information, data, documents, photographs, tangible objects, media or any other materials disclosed by the Buyer under this Purchase Order;

(e) "**Conflict of Interest**" means any circumstance where Supplier or, to its reasonable knowledge, any Supplier personnel has or could reasonably be seen to have: (i) exercised improper influence over a Buyer decision which Supplier knows or ought to know may result in an actual or perceived benefit to Supplier or a related person; or (ii) compromised the effective performance of Supplier's obligations under this Purchase Order;

(f) **"Controlled Materials"** means any material, goods, equipment, software, technology, technical data, specifications or technical assistance regardless of medium of delivery, or any other information or documentations whether in digital form or otherwise which may be subject to Export Control Laws;

(g) **"Deficiency"** or **"Deficient"** means any part of the Goods or Services that for any reason whatsoever, in the reasonable discretion of Buyer: (i) has not been performed in accordance with this Purchase Order, any specifications, manuals, or pamphlets regarding the Goods or Services which Supplier provided to Buyer, or the law; or (ii) is or becomes (or causes the Site to become) defective, unsafe, flawed or faulty, in whole or in part, including as a result of an inherent or latent defect;

(h) "**Delivery Date**" means the date the Goods are to be delivered to the Delivery Location as specified in this Purchase Order;

(i) "**Delivery Location**" means the location designated by Buyer for the delivery and receipt of the Goods, whether in this Purchase Order or otherwise;

(j) **"Export Control Laws"** means all applicable export control laws and controlled goods regulations including, without limitation, the *Defense Production Act*, the *Controlled Goods Regulations*, the *Export and Import Permits Act*, and the regulations, notices, guides and policies issued thereunder;

(k) **"Goods"** means any equipment, materials, goods, supplies, machinery, assemblies, instruments, devices or articles and their design, engineering and related drawings and documentation provided by Supplier to Buyer in accordance with and pursuant to this Purchase Order;

(l) "**Intellectual Property**" means any and all vested, contingent, and future intellectual property and intellectual property rights, including copyright, patents, patent disclosures, inventions (whether patentable or not), designs, specifications, trademarks, trade secrets, know-how, and other trade dress, trade names, logos, publicity rights, personality rights, moral rights, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing;

(m) **"Personal Information"** means any information about an identified or identifiable individual, including where there is a serious possibility that the information may identify a person, either alone or in combination with other information, and all personal information under Alberta's *Access to Information Act*, SA 2024, c A-1.4

and *Protection of Privacy Act*, SA 2024, c P-28.5, as amended or replaced from time to time, or the *Health Information Act*, R.S.A. 2000, c. H-5, or other privacy laws, as applicable;

(n) **"Purchase Order"** means: (i) the Purchase Order Cover Document; (ii) these Purchase Order Terms & Conditions; and (iii) any any Supplier Quotations, extended warranties, and all other documents which the parties have mutually agreed to or incorporated by reference into this Purchase Order;

(o) **"Purchase Order Cover Document"** means that document electronically issued by Buyer for the purchase of the Goods and the performance of the Services to which these Purchase Order Terms & Conditions apply;

(p) **"Purchase Order Deliverables"** means all Goods and all outputs, deliverables and results of the Services;

(q) **"Services"** means the ancillary work and services to be performed by Supplier for Buyer in conjunction with the supply of the Goods, as more particularly described in this Purchase Order;

(r) **"Sanctioned Person"** means: (i) any person with whom transactions or dealings are restricted, prohibited or sanctionable under any Sanctions; (ii) any person that is, or is part of (including any agency or instrumentality of), a government of country or other territory subject to Sanctions; (iii) any person located, organized, operating from, incorporated under the laws of or residing in any country or other territory subject to a comprehensive export, import, financial or investment embargo under any Sanctions; or (iv) any person owned or directly or indirectly controlled by or acting on behalf or for the benefit of one or more persons described in clauses (i), (ii) or (iii) above;

(s) **"Sanctions"** means any economic, financial or trade sanctions, prohibition, regulations, statute, order, policy, or any other measure imposed by the following sanction authorities: (i) Canada; (ii) the United Nations Security Council; (iii) the United Staes; and (iv) the sanctions authority of any other applicable country or jurisdiction including the European Union or any member state thereto. This includes any of the lists of asset-freeze designated or sanctioned individuals or entities (or equivalent) issued in connection with Sanctions including, without limitation, the Department of the Treasury "Consolidated Canadian Autonomous Sanctions List" and the "Specially Designated Nationals and Blocked Persons";

(t) **"Site"** means the land and structures where the Goods are ultimately to be used, installed or incorporated into, and in respect of which the Services are to be performed;

(u) **"Supplier"** means the party designated in this Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services;

(v) **"Supplier Quotations"** means the final and mutually accepted quotations and invoices provided by Supplier to Buyer regarding this Purchase Order Deliverables, and their associated and incorporated terms and conditions as agreed to by both parties and included in this Purchase Order; and

(w) **"Taxes"** means any tax, duty, levy, fee, premium, contribution, or charge, however denominated, imposed by or payable to any federal, territorial, provincial, local or foreign government, or any agency, department, or political subdivision of any such government in relation to the manufacture, supply, sale or delivery of the Goods or the provision of the Services.

1.2 **Order of Terms & Conditions**. Notwithstanding any other agreements between the parties to the contrary, any inconsistencies or conflicts between the documentation relating to the purchase and sale of the Goods and Services shall be conclusively resolved in the following order of precedence, by reference to: (a) first, these Purchase Order Terms & Conditions; (b) second, the Purchase Order Cover Document; and (c) third, the terms of any any Supplier Quotations, extended warranties, and all other documents which the parties have mutually executed and incorporated by reference into this Purchase Order. The terms of this Purchase Order shall override any terms or conditions which have been or in the future are stipulated or referred to by Supplier, whether in Supplier's bid or proposal documents, Supplier supplemental terms, order acknowledgements or otherwise, unless they are expressly accepted by Buyer and included in this Purchase Order.

ARTICLE 2 – PURCHASE AND SALE, TAXES, INVOICING AND PAYMENT

2.1 **Purchase and Sale**. In accordance with these terms and conditions, Supplier agrees to sell to Buyer the Goods specified in this Purchase Order and perform the Services as set out in or required by this Purchase Order. In full consideration for the provision of all Goods and Services, and the fulfillment of all other obligations of Supplier, Buyer agrees to purchase and shall pay Supplier the purchase price in accordance with this Purchase Order.

2.2 **Purchase Price**. The price for each item of the Goods and Services, including anything to be provided on a time-and-materials basis, shall be the actual or maximum price listed in this Purchase Order, or if not listed, in Supplier Quotations. For any Goods and Services to be provided on a fixed price or unit price basis, if no such price is stated in this Purchase Order or Supplier Quotation, the Supplier will obtain its prior written approval to that price. All Supplier rates and prices or maximum prices shall be fixed, firm, all-inclusive (except as otherwise expressly stated herein) and free of escalation or any currency rate fluctuation through to completion of this Purchase Order. Supplier agrees not to invoice at prices higher than those formally agreed to by this Purchase Order.

2.3 **Currency**. All monetary amounts refer to lawful Canadian dollars unless specifically stated otherwise.

2.4 **Taxes**. Except as otherwise specifically provided, prices are inclusive of all Taxes other than Canadian goods and services tax ("**GST**") and any applicable provincial or harmonized sales tax ("**PST**"), and Supplier shall be responsible for the payment of any such Taxes assessed or made payable in connection with the Goods and the Services or their purchase and sale. If Supplier is not a resident of Canada or in case of any uncertainty as to whether the Supplier is a non-resident, Buyer is entitled to withhold and remit, and shall be credited under this Purchase Order for all remittances it is required to make.

2.5 **Invoicing**. Subject to section 2.6, upon or following delivery of the Goods and Services, Supplier shall submit an invoice to Buyer for such Goods and Services. The invoice submitted shall be billed to the University of Calgary, setting out this Purchase Order number, a detailed description of the Goods and Services, and the purchase price and fees for service, and shall also be accompanied by copies of bills of lading, packing lists, certificates of origin, and such other documents as may be customarily presented or as may be required by Buyer. Failure to comply with this requirement may result in the invoice being returned to Supplier and a delay in the payment of Supplier's invoice. Supplier may submit an invoice by either mail, fax or email, to:

The University of Calgary Attn: Accounts Payable
2500 University Drive NW Calgary, AB, T2N 1N4
PH: (403) 210-9300
Fax: (403) 282-2974
invoices@ucalgary.ca

with a copy (clearly marked "COPY") to the Buyer contact listed on this Purchase Order.

2.6 **Payment Schedules**. In the event that Buyer and Supplier agree to a payment schedule, it shall be set out in this Purchase Order. In such case, Supplier shall submit invoices upon completion of each designated payment milestone containing all supporting information and documents set out in section 2.5.

2.7 **Approval of Invoices**. The Buyer shall verify the Invoices and approve them for payment. If approved, payment shall be made by the Buyer to the Supplier within thirty (30) days from date of receipt of the invoice, provided that in addition to the other provisions herein, the Buyer may withhold payment to such an extent as may be necessary to protect the Buyer from loss due to:

(a) Supplier not making timely or satisfactory progress in providing the Goods or carrying out the Services herein;
(b) Deficiencies in the Purchase Order Deliverables that were not remedied as set forth herein;
(c) failure of Supplier to make payments promptly to its permitted subcontractors in respect of the Goods or Services;
(d) Claims against the Supplier for unpaid bills and accounts for which the Buyer may be liable;
(e) items invoices or otherwise claimed by the Supplier that are not eligible or within the scope of this Purchase Order; and
(f) payments to the Supplier which would result in the Buyer exceeding the maximum specified in this Purchase Order, as applicable.

2.8 **Invoice Disputes**. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in accordance with this Article 2 until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Purchase Order nor shall any interest be charged on such amounts. The Supplier will provide an amended invoice upon remedying the problem(s) identified by the Buyer. In addition, Buyer shall have the right to set off any amount payable by Buyer to Supplier

against any amount payable to the Buyer by Supplier under this Purchase Order or otherwise. Buyer's rights of set-off under this Purchase Order are in addition to and not in replacement of those rights available to it at law.

2.9 **Books and Records**. Buyer and its representatives shall have the right, upon reasonable notice, to inspect and audit the Supplier's and its subcontractors books, accounts and records pertaining to the Goods and Services, invoices and payment records relating to this Purchase Order, and their performance under this Purchase Order. Such right shall continue for a period of 2 years following the Delivery Date or later provision of any Services. Supplier and its subcontractors are obligated to retain such books, accounts and records throughout the stated audit period as necessary to permit Buyer to fully exercise its inspection and audit rights. If any inspection, review or audit discloses an overpayment or over-charge, the Supplier shall promptly amend the relevant records and refund Buyer any overpayments made.

2.10 **Trade Discounts**. Any trade discounts, special and short-term discounts applicable to the Goods will be taken advantage of by Supplier and passed on to Buyer. The discount date will be computed from the date the relevant invoice is received by Buyer or date the Goods are received, whichever is later.

ARTICLE 3 – SCHEDULE, PACKAGING AND DELIVERY OF GOODS

3.1 **Schedule and Timing**. Supplier shall provide to Buyer promptly, and at regular intervals, status updates regarding the progress of this Purchase Order, the Goods, and the Services. Supplier acknowledges that the timely provision of the Goods and the timely performance of the Services is of the essence and is a matter of paramount importance to Buyer. Failure on the part of Supplier to complete the delivery by the agreed Delivery Date will, in addition to any other rights and remedies hereunder or at law, entitle Buyer to: (a) cancel this Purchase Order; or (b) obtain the Goods and/or Services from an alternate supplier, without requiring the Supplier's prior consent, and the Supplier shall be liable for any incremental costs involved.

3.2 **Packaging & Shipment**. Supplier shall package and protect the Goods in a manner that allows for the safe loading, transport and unloading of the Goods at the Delivery Location. All shipments must be made in accordance with accepted industrial packaging standards and in accordance with all applicable laws. The case, skid, crate or container into which the Goods are packed shall be clearly marked with the Delivery Location and Buyer's Purchase Order number, contain a complete set of packing lists, bills of lading, and other necessary shipping or transportation documentation. The delivery shall include any and all related engineering data requirements, drawings, operations and manuals, diagrams, materials and other final documentation, in proper form. Any damage will be noted on the Bill of Lading with acknowledgement signed by Supplier's delivery personnel.

3.3 **Delivery Date**. If the Delivery Date is not set out in this Purchase Order, or otherwise initially agreed between the parties, Buyer shall provide advice and direction to Supplier with respect to required project or Site needs and delivery timing, after which Supplier shall propose a Delivery Date for Buyer's review and approval, with reasonable prior notice. If Buyer does not approve the proposed Delivery Date, Supplier shall revise the Delivery Date to align with Buyer's reasonable requirements.

3.4 **Terms of Delivery**. Supplier shall deliver the Goods to Buyer at the Delivery Location on (and not before) the Delivery Date. Without limiting Buyer's inspection or warranty rights, delivery shall be considered complete when Buyer's authorized representative signs a delivery receipt acknowledging that the Goods were successfully delivered into Buyer's custody, care and control at the Delivery Location. Buyer shall have the right to withhold payment of the final invoice or a portion of the total Purchase Order value pending satisfactory receipt of all such Goods and documentation required hereunder.

3.5 **Shipping Costs**. Supplier shall arrange for and pay for shipping or transporting the Goods to the Delivery Location and shall be responsible for all associated shipping and transport charges, customs and import costs, duties and levies. Partial shipments are not permitted unless otherwise agreed to in writing by Buyer. If partial shipments are permitted, a separate invoice must be rendered by Supplier for each shipment. Supplier shall provide Buyer with prior reasonable notice of the name of any subcontracted carrier, freight forwarder, and/or agent responsible for transporting the Goods to the Delivery Location.

3.6 **Size and Weight Limits**. The Buyer does not have the equipment to transport shipments in excess of a crate/pallet size of 1.98 Meters (6 feet 6 inches) and/or 3,000 kg (6,614 pounds) beyond the Delivery Location. Supplier shall

provide reasonable prior notice to Buyer before delivery when any shipments will exceed these limits. Buyer may change the Delivery Location after receipt of notice, and Supplier shall deliver such Goods to the revised location.

ARTICLE 4 – SITE

4.1 **Site Access**. Buyer will provide Supplier with the right to access, enter upon and use a designated portion of the Site as required for the performance of this Purchase Order.

4.2 **General Site Obligations and Rules**. Supplier, and its personnel and subcontractors, shall at all times observe and comply with all applicable Buyer and Site rules, regulations, policies and procedures adopted and communicated by Buyer from time to time, including Buyer's Safety Management Program as set out at https://www.ucalgary.ca/risk/environment-health-safety/programs-standards-cops/contractors, all of which are hereby made part of this Purchase Order as if they were set out herein. Supplier shall have complete responsibility for the security of areas of the Site where it is performing Services. Supplier shall, at its sole cost and expense, keep the Site where it performs Services in a neat, clean and safe condition, and free from the accumulation of snow, crating materials, debris, waste and rubbish. If Buyer is of the opinion that Supplier is not complying with safe work procedures, Site rules, or directions, then Buyer has the right to require Supplier to stop the performance of this Purchase Order and immediately implement remedial measures acceptable to Buyer.

4.3 **Worker Safety**. If this Purchase Order covers the supply and installation of equipment or on-site Services by Supplier, then Supplier shall maintain, at all applicable times, an account in good standing with the Workers' Compensation Board (Alberta) and provide a good standing letter from the Board to Buyer's satisfaction prior to commencing work. Supplier shall ensure compliance by both itself and its sub-contractors with the requirements of the *Occupational Health and Safety Act* (Alberta), the *Workers' Compensation Act* (Alberta) and their regulations during the performance of any activities at the Site. Supplier assumes sole responsibility for providing its personnel and its subcontractors' personnel with a safe place to work and safe equipment to work with. Supplier shall promptly disclose in writing to Buyer any incidents or enforcement actions or investigations.

4.4 **Environmental Matters**. Supplier shall at all times conduct its operations at the Site in such a manner so as to minimize the potential for the spill or release of any waste, pollutant, effluent, toxic or hazardous substance or other hazardous material into the environment or damage to the environment (collectively, a "**Release**"). If such a Release occurs at the Site, Supplier shall immediately notify Buyer and shall take any remedial action required by law or necessary or appropriate to ensure the protection of the environment and human health and safety.

ARTICLE 5 – INSPECTION AND DEFICIENCIES

5.1 **Inspections**. Supplier shall, at its own expense, carry out all inspections and tests of this Purchase Order Deliverables that are specified in this Purchase Order and are necessary to reasonably ensure that the Purchase Order Deliverables comply with the terms of this Purchase Order and all applicable codes and standards. All Purchase Order Deliverables are subject to inspection and approval by Buyer without limitation as to time. In the event that any Deficiencies become apparent during inspection and/or testing, Supplier shall, at its own expense and without any adjustment to the Delivery Date, promptly rectify the Deficiencies and advise Buyer when the Purchase Order Deliverables are available for re-inspection.

5.2 **Right of Return**. The parties acknowledge that certain Deficiencies may not be reasonably apparent to Buyer and/or Supplier upon initial inspection and/or testing on or before the Delivery Date, but may only become apparent after unpacking, installation and/or usage of the Purchase Order Deliverables. For a period of thirty (30) days after the final delivery, unpacking, and installation of the Purchase Order Deliverables, if any examination, inspection, testing or usage by Buyer determines that the Purchase Order Deliverables are Deficient, at Buyer's option, and without prejudice to Buyer's other rights and remedies, Buyer may return the Deficient Purchase Order Deliverables for a full refund, with all shipping and handling charges to be the responsibility of Supplier.

5.3 **Addressing Deficiencies**. If at any time prior to the expiry of the applicable warranty period for the Purchase Order Deliverables under this Purchase Order (the "**Warranty Period**") there is any Deficiency in the Goods or Services, and if Buyer notifies Supplier in writing of such Deficiency no later than 30 days after the expiry of the Warranty Period, then Supplier shall promptly and diligently make good: (a) every such Deficiency; (b) all other parts of the Goods, the Services and the Site requiring correction, removal, repair or replacement as a result of

the Deficiency; and (c) any resulting damage, all of which shall be performed at Supplier's cost and expense, including all remedial costs and expenses. If Supplier fails to respond to Buyer's Deficiency notice within 5 days or fails to comply with it, Buyer shall be entitled to take any remedial actions it deems necessary in its sole discretion to remedy the Deficiency (including the return of Goods to Supplier for a full refund), and Supplier shall reimburse Buyer for any and all Claims sustained, paid or incurred by Buyer.

5.4 **Remedial Work**. Supplier further warrants against Deficiency any and all work, Services and Goods it supplies in respect of any remedial work performed by it for a period ending the later of 12 months from completion of such remedial work and the end of the original Warranty Period.

5.5 **Third Party Warranties**. Supplier shall demand warranties and guarantees from all suppliers, sub-vendors and subcontractors from which Supplier procures materials, services or work related to the Purchase Order Deliverables. Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by Supplier, and shall take all necessary steps as required by such third party manufacturers to fully effect the transfer and assignment of such warranties to Buyer.

5.6 **Warranties Supplemental**. The terms of this Article 5 are intended to supplement, and not replace or limit the terms of any warranty (including extended warranties) as set forth in any Supplier Quotation. Buyer shall not be bound by any total disclaimer or implied warranty and any expressed warranty or condition does not negate a warranty or condition implied by *The Sale of Goods Act* (Alberta) unless inconsistent therewith.

ARTICLE 6 – SUPPLIER REPRESENTATIONS AND WARRANTIES

6.1 **Supplier Representations**. Supplier represents and warrants to Buyer that all Purchase Order Deliverables delivered by Supplier to Buyer will: (a) be free and clear of any and all Deficiencies and liens; (b) not infringe any Intellectual Property rights; (c) comply with all applicable laws; (d) in respect of any Services, be performed in accordance with prevailing industry standards, and in a competent, workmanlike and professional manner; and (e) strictly conform to the requirements of this Purchase Order, and any and all specifications in Supplier Quotation, and any manuals, pamphlets, and other documents provided by Supplier to Buyer in respect of those Purchase Order Deliverables.

ARTICLE 7 – TITLE AND RISK OF LOSS

7.1 **Title and Risk**. Supplier shall have good title to and the full right and authority to sell such Purchase Order Deliverables to Buyer. Title and risk of loss or damage to the Purchase Order Deliverables shall pass to Buyer upon receipt and acceptance of Goods at the Delivery Point, evidenced by a delivery receipt signed by the Buyer's authorized representative, unless otherwise agreed to by the Buyer in writing. Until then, Supplier shall retain sole care, custody and control of and all risk of loss for any Purchase Order Deliverables and shall exercise due care with respect thereto. Buyer has no obligation to insure the Purchase Order Deliverables when in transit to the Delivery Point.

7.2 **Carriage Charges**. If this Purchase Order expressly sets forth that carriage charges for the Purchase Order Deliverables are to be borne by Buyer, then such charges must be prepaid by Supplier and charged or collected from Buyer at or after the time of delivery. All such transportation charges, other than postage, must be supported by reasonable evidence (amount and proof of payment). Collection on delivery charges will not be accepted by Buyer.

ARTICLE 8 – COMPLIANCE AND CUSTOMS

8.1 **Compliance with Laws**. Supplier shall comply at its own expense with, and shall ensure its agents, employees, subcontractors and sub-vendors comply with, all applicable laws in connection with this Purchase Order, including those which relate to employment and labour, health and safety, worker's compensation, the environment, sanctions, embargoes, trade controls, bribery and corruption, forced labour, anti-terrorism, anti-money laundering, and similar subject matter. Supplier will pay for, obtain and maintain all necessary permits, clearances and licences for the supply of the Goods and the performance of the Services.

8.2 **Specific Compliance Requirements**.

(a) The Supplier hereby covenants and warrants that no potential, actual or perceived Conflict of Interest exists with respect to the subject of this Purchase Order. If the Supplier becomes aware of any potential, actual or perceived Conflict of Interest, the Supplier shall notify the Buyer immediately and comply with the Buyer's directions to address the same. Failure by Supplier to disclose any potential, actual or perceived Conflict of Interest may result in termination of this Purchase Order without notice at the sole discretion of the Buyer.

(b) The Supplier covenants, represents and warrants that: (i) it shall strictly comply with all Export Control Laws regarding all Controlled Materials at all times; and (ii) regardless of who acts as an importer, the Supplier must not during the performance of this Purchase Order, directly or indirectly, deliver or import any Goods or Services to Canada where the importation of which is prohibited from entry.

(c) The Supplier covenants, represents and warrants that neither Supplier nor its personnel or subcontractors is a Sanctioned Person. Supplier agrees that it, or and its personnel or subcontractors, shall not engage in any activity that violates applicable Sanctions and shall not enter into, deal in, carry out, or facilitate any transaction, joint venture, association or partnership involving or providing a benefit to a Sanctioned Person in violation of Sanctions. Supplier shall notify the University in writing as soon as it becomes aware of any violation of the Sanctions by Supplier or its personnel or subcontractors.

(d) The Supplier will not use any 'forced labour' or 'child labour' (each as defined in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023, c. 9, as amended or replaced from time to time) (collectively, "**Forced Labour**") to provide any Goods and/or Services. The Supplier confirms that it has conducted a reasonable examination of its supply chain leading to the provision of product(s) and/or service(s), and is not aware of any evidence of Forced Labour used therein. The Supplier confirms that it has implemented effective measures to prevent Forced Labour within its supply chain. The Supplier will notify the Buyer promptly as soon as it becomes aware of the existence of any Forced Labour involved the provision of Purchase Order Deliverables.

(e) Neither the Supplier nor any other person or entity associated with or acting on behalf of the Supplier has, indirectly or directly, made any contribution, gift, bribe, "kickback" or other payment to any person or entity, regardless of form, in violation of any applicable law, to obtain favourable treatment in securing business with the Buyer, or to obtain special concessions.

8.3 **Customs Clearance**. If the Goods are shipped from outside of Canada, Supplier shall complete all documents that Buyer requires in order to facilitate customs clearance and duty assessment, and promptly send such documents electronically or by facsimile to Buyer or Buyer's designated customs broker. Unless otherwise designated by the Buyer, Thompson Ahern International will act as Buyer's customs broker for all such shipments. For all goods purchased directly from foreign countries for shipment into Canada, the selling firm shall include four completed and signed copies of the Canada Custom Invoice with the documentation accompanying the shipment. Unless otherwise set out in this Purchase Order, the Buyer shall be the "importer of record". Questions regarding Customs clearance can be directed to:

University of Calgary, Customs & Traffic Department:
customstraffic@ucalgary.ca

Thompson Ahern Emergency After-Hours Contact Information:

Canada
24/7 after-hours contact: 1.519.250.0400
Additional phone: 519.981.1176
Air shipments: 416.709.3085

USA
Mon-Fri: 716-874-6286
Sat/Sun: 716-220-6230

8.4 **Customs and Tax Entitlements**. Supplier agrees that any and all GST, PST, and/or customs duty entitlement provided for by the *Excise Tax Act* and/or *Customs Tariff* Act, and all tax duty rate decreases and/or exemptions, resulting from amendments re-classifications, remissions or clarifications thereof that apply to the Purchase Order Deliverables, shall be passed on to Buyer.

8.5 **Specialized Purchase Order Deliverables.** The Supplier shall ensure that all electrical, specialized and/or hazardous Purchase Order Deliverables shall be manufactured, packaged, and delivered in accordance with all applicable industry standards and labelling, safety, and other precautionary requirements, which may include the *Hazardous Products Act* (Canada), the *Safety Codes Act* (Alberta), the *Transportation of Dangerous Goods Act* (Canada), and the Canadian Electric Code.

ARTICLE 9 – LIENS

9.1 **No Liens**. Supplier warrants that it has the right to sell and to transfer title to all other Purchase Order Deliverables and that Buyer will receive such Purchase Order Deliverables free and clear of any liens and encumbrances of any nature or kind whatsoever.

9.2 **Lien Obligations**. Supplier agrees, at its own expense, to promptly arrange for the removal and discharge of any liens, encumbrances, or other property and title interests prior to the passage of title to any Purchase Order Deliverables to Buyer. Supplier shall forthwith discharge any such liens encumbering the Purchase Order Deliverables or Buyer's other property. Supplier shall indemnify and hold Buyer Group harmless from and against any Claims arising out of any such liens and any action by Buyer Group to remove, discharge, vacate or satisfy any such liens arising in relation to this Purchase Order.

9.3 **Real Property Liens**. To the extent that this Purchase Order involves the improvement of any real property, Buyer may withhold payment for the supply of both Goods and Services from Supplier in accordance with the terms of the *Prompt Payment and Construction Lien Act*, RSA 2000 c. P-26.4, as amended or replaced from time to time.

ARTICLE 10 – SUBCONTRACTING AND ASSIGNMENT

10.1 **Subcontractors**. Supplier may subcontract part or parts of this Purchase Order only with the prior written approval of Buyer, which approval may be withheld at Buyer's sole and unfettered discretion. Supplier shall not be relieved from any obligation under this Purchase Order by entering into a subcontract and shall be fully responsible for any part of this Purchase Order performed by subcontractors or sub-vendors and their acts, omissions, default and neglect. No subcontract shall bind or purport to bind Buyer in any way. Supplier shall be liable to Buyer Group for and in addition shall hold harmless and indemnify Buyer Group from and against any Claims made by any subcontractor or sub-vendor of Supplier.

10.2 **Assignment**. Neither party shall assign this Purchase Order, any part thereof or any of its rights, benefits, interests or obligations arising thereunder without the prior written approval of the other party; *provided* that Buyer may assign this Purchase Order to any of its affiliates without prior approval but upon written notice to Supplier.

ARTICLE 11 – DEFAULT AND TERMINATION

11.1 **Termination for Cause**. Without prejudice to any other right or remedy that Buyer may have, and regardless of any acceptance of the Purchase Order Deliverables by Buyer, if: (i) Supplier fails to comply with any term of this Purchase Order which remains uncured after Supplier has received 10 days' prior written notice of such non-compliance from Buyer, (ii) Supplier becomes insolvent or commits an act of bankruptcy or if a receiver is appointed in respect of the affairs of Supplier, or (iii) Supplier becomes otherwise incapable of performing its obligations under this Purchase Order in a timely manner, then Buyer may do any one or more of the following:

(a) reject the Goods and/or Services, in whole or in part;
(b) refuse to accept any further deliveries of Goods and/or Services, in whole or in part;
(c) claim damages occasioned by the default, in which event Supplier shall pay on demand any Claims directly or indirectly related to the default which are sustained or incurred by Buyer, failing which Buyer may retain and deduct the amount of such Claims from any amount then or thereafter payable to Supplier; or
(d) terminate this Purchase Order on notice to Supplier without payment of compensation.

11.2 **Effect of Termination for Cause**. Upon any termination of this Purchase Order, Buyer may take possession of all of the Purchase Order Deliverables and complete this Purchase Order by whatever method it deems expedient. Supplier shall not be entitled to receive any further payment until Buyer has received all Purchase Order Deliverables that were intended to be provided under this Purchase Order. All property, title and interest of Supplier in the Purchase Order Deliverables as they exist at the effective date of termination shall forthwith pass to and vest in Buyer. To the extent required by Buyer, Supplier shall assign and novate any subcontracts to Buyer.

11.3 **Termination for Convenience**. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel this Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer. In such event, the Buyer's sole liability to Supplier will be to pay Supplier any previously invoiced amounts owing at the date of termination.

ARTICLE 12 – INSURANCE

12.1 **Insurance Policies**. Supplier shall, and shall ensure that any subcontractors or sub-vendors, obtain and continuously maintain during the performance of this Purchase Order, at its sole cost and expense, with insurance carriers acceptable to Buyer, the following types of insurance, which shall remain in effect until all applicable warranties for the Purchase Order Deliverables expire:

(a) Property in Transit Insurance which shall maintain coverage for "all risks" of loss to any Goods during storage, loading or transit by air, sea or otherwise from the place of manufacture until acceptance by the Buyer at the Delivery Location on the Delivery Date, with sub-limits sufficient to insure the full replacement value of such Goods. Buyer shall be included as a loss payee under such policy to the extent of its interests herein;

(b) if this Purchase Order covers the supply and installation of equipment or on-site Services by Supplier, Commercial General Liability insurance with a limit of not less than $2,000,000 per occurrence insuring against bodily injury, personal injury and property damage or loss. Such insurance(s) shall include: (i) products and completed operations liability, (ii) employees as additional insured, (iii) contractor's protective liability, (iv) cross liability and (v) blanket contractual liability. Any such policy or policies of insurance shall name the Buyer and the Buyer Group as additional insured to the extent of their interests herein;

(c) if the Goods, Services or Supplier's obligations under this Purchase Order include an engineering or design component, Errors and Omissions/Professional Liability insurance covering all engineering, architectural, design work and all other work or services provided by professionals or consultants where such insurance is reasonably required in the amount of $2,000,000 per occurrence; and

(d) such additional coverage as may be required elsewhere under this Purchase Order, by law, or which Supplier considers reasonably necessary.

12.2 **Insurance Certification**. Supplier shall, before any Goods are shipped or Services are performed under this Purchase Order, provide Buyer with a copy of the certificate of insurance and, if requested by Buyer, the insurance policies evidencing all the coverage stipulated above. Buyer may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of this Purchase Order, allowing Buyer to terminate this Purchase Order or, at Buyer's option, to obtain such insurance and charge the cost to Supplier.

ARTICLE 13 – LIABILITY AND INDEMNITY

13.1 **Indemnification**. Supplier shall be liable to Buyer Group for; and, in addition, shall indemnify Buyer Group from and against, all Claims which Buyer Group suffers, sustains, pays or incurs relating to or arising out of, directly or indirectly the negligence, breach of contract, breach of applicable law, fault or wilful misconduct of Supplier or individuals under Supplier's control (including any subcontractors and any directors, officers, employees, agents, representatives or anyone for which Supplier may be responsible at law or those of its subcontractors) in connection with or incidental to the performance or non-performance of this Purchase Order or the provision of the Purchase Order Deliverables.

13.2 **Defence of Claims**. Unless otherwise requested by Buyer, Supplier shall fully assume the defence of any Claims brought against Buyer Group by any third party in respect of which Supplier is obligated to indemnify Buyer Group under this Purchase Order, provided that Supplier shall not be entitled to settle any Claim without Buyer Group's

prior written consent. In addition, Buyer Group may retain its own legal counsel to represent it at its own cost, in which event Supplier agrees to fully cooperate with and assist any such counsel.

13.3 **Remedies Cumulative**. The rights and remedies of the Buyer in this Purchase Order are cumulative and in addition to any other rights and remedies at law or otherwise. No single or partial exercise by the Buyer of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Buyer may be entitled.

13.4 **LIMITATION OF LIABILITY**. SUBJECT TO THE EXCEPTIONS LISTED BELOW IN SECTION 13.5, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF PROFIT (WHETHER ACTUAL OR ANTICIPATED), BUSINESS INTERRUPTION, AND SIMILAR TYPES OF LOSSES (IN ALL CASES, WHETHER SUCH LOSSES OR COSTS ARE DIRECT, INDIRECT OR CONSEQUENTIAL) OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES.

13.5 **Exclusions**. The exclusion of liability in section 13.4 shall not apply in relation to any liabilities or obligations of Supplier to the extent arising or resulting from (i) the gross negligence, wilful misconduct or fraud of Supplier or individuals under Supplier's control (including any subcontractors and any directors, officers, employees, agents, representatives or anyone for which Supplier may be responsible at law or those of its subcontractors); (ii) any Claims covered by insurance required under this Purchase Order; or (iii) a breach by Supplier of, or any Claims otherwise arising out of Article 14 (Intellectual Property) or Article 15 (Confidentiality); or (iv) failure to obtain or maintain the required insurance in accordance with Article 12 (Insurance).

ARTICLE 14 – INTELLECTUAL PROPERTY

14.1 **Background IP**. Except as set out in this Purchase Order, neither party shall acquire any right, title, or interest in or to any pre-existing Intellectual Property of the other party which: (a) predates the execution of this Purchase Order; or (b) which is developed by a party independently and without reference to any Confidential Information.

14.2 **IP Ownership**. All Intellectual Property in and to each Purchase Order Deliverable shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Supplier. To the extent that any Purchase Order Deliverables contain any Intellectual Property of Supplier, Supplier hereby grants to Buyer an irrevocable, worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such Intellectual Property for Buyer to effectively use, operate, maintain, repair, replace, expand, alter, reproduce, transfer, sell or otherwise exploit the Purchase Order Deliverables. Supplier agrees to provide Buyer all assistance reasonably requested by Buyer to perfect the rights described herein, including obtaining all assignments and moral rights waivers to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.

14.3 **Non-Infringement of IP**. Supplier represents and warrants that any Intellectual Property developed for, used in the production and supply of, or contained in the Purchase Order Deliverables does not and will not infringe upon the Intellectual Property rights of any third party. Supplier shall be liable to Buyer for; and, in addition, shall indemnify and, at its own expense, defend Buyer Group from and against, any and all Claims which Buyer Group suffers, sustains, pays or incurs which are in any way related to connected to any Claims by any third party that any Intellectual Property associated with the Purchase Order Deliverables or their production, performance and supply actually or allegedly infringes or misappropriates that third party's Intellectual Property rights.

14.4 **Infringement Rectification**. If any such actual or potential Intellectual Property infringement arises, Supplier shall, at its own cost and expense, without prejudice to any other right or remedy of Buyer, promptly provide Buyer with a commercially reasonable alternative, including the procurement for Buyer of the right to continue using the Purchase Order Deliverables in question, the replacement of such Purchase Order Deliverables with a non-infringing alternative satisfactory to Buyer, or the modification of such Purchase Order Deliverables (without affecting functionality) to render them non-infringing.

ARTICLE 15– CONFIDENTIALITY AND PRIVACY

15.1 **Confidential Information**. Supplier shall safeguard and hold in strict all Confidential Information which Supplier may obtain. Supplier shall not disclose any Confidential Information without the prior written consent of Buyer, which consent may be withheld in its sole discretion, except to the minimum extent necessary for Supplier to

comply with an order issued by a court of competent jurisdiction or by a direction of a governmental authority. Disclosure is permitted to Supplier's employees and consultants on a strict "need to know" basis, subject to such individuals being bound by substantially similar confidentiality obligations. Supplier shall not use any such Confidential Information for any purpose other than to complete its obligations under this Purchase Order.

15.2 **Privacy Matters**. Supplier shall comply with all privacy laws applicable to any Personal Information disclosed, transferred, or otherwise made available to Supplier. Supplier will apply at least the same level of privacy protection to Buyer's Personal Information as it does to its own Personal Information or as required by applicable privacy laws. Supplier and Buyer acknowledge that this Purchase Order and any related documentation and agreements between the parties, the relationship between Supplier and Buyer, and any information disclosed to Buyer under this Purchase Order is subject to Alberta's *Access to Information Act*, SA 2024, c A-1.4 and *Protection of Privacy Act*, SA 2024, c P-28.5, as amended or replaced from time to time. Supplier will refer requests for access to Buyer's Confidential Information to Buyer unless prohibited by law from doing so.

15.3 **Unauthorized Disclosure**. In the event of any actual or threatened loss or theft of, unauthorized access to, or unauthorized use, copying, modification, or disclosure of any Confidential Information or Personal Information, Supplier shall: (i) promptly and as soon as feasible after it becomes aware of it, notify Buyer; (ii) take such actions as may be necessary or as may be requested by Buyer, acting reasonably, to prevent any further disclosure or loss and to minimize the consequences of such disclosure or loss; (iii) cooperate in all reasonable respects with Buyer to minimize the impact of the disclosure or loss and any damage resulting therefrom.

15.4 **Public Communications**. Without the Buyer's written approval, the Supplier will not enter into communications with third parties in respect to this Purchase Order, including news media, advertisements or promotional material or any other third-party disclosure, except as required by law and consistent with the confidentiality and privacy provisions of this Article 15.

ARTICLE 16 – GENERAL

16.1 **Governing Law**. This Purchase Order shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Courts of the Province of Alberta will have exclusive jurisdiction to entertain any action arising under this Purchase Order and the parties hereby irrevocably and exclusively attorn to the jurisdiction of those courts and waive any right to plead inconvenience of forum. The parties expressly acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods has no application to, and is hereby excluded from, this Purchase Order.

16.2 **Dispute Resolution**. The parties shall attempt in good faith to resolve any dispute, controversy, disagreement, or claim arising out of, relating to or in connection with this Purchase Order, or the breach, termination, existence or invalidity hereof (each, a "**Dispute**") by negotiation. At any time, including during negotiations or judicial proceedings, either the Buyer or Supplier may apply to the courts of the Province of Alberta for interim or conservatory measures, including immediate injunctive relief or similar equitable relief. Notwithstanding any Dispute between the parties, and except as otherwise specifically provided for in this Purchase Order, each of the parties shall continue to perform and fulfill all of its obligations in accordance with the requirements of this Purchase Order during dispute resolution proceedings.

16.3 **Notices**. Unless otherwise specifically indicated in this Purchase Order, all notices, approvals, consents, authorizations and other communications required or permitted pursuant to this Purchase Order shall be in writing and shall be delivered by personal delivery, courier, registered mail or email to the parties at the addresses set out in this Purchase Order. Either party may change its address for receipt of notices by providing the other party with 10 days' prior notice of such a change.

16.4 **Survival**. Any provision of this Purchase Order which expressly or by implication from its nature is intended to survive the termination or completion of this Purchase Order will continue in full force and effect thereafter, including, without limitation, sections 4.4; 5.4; 5.5; 5.6; 11.2; 11.3; 12.1; 13.1; 13.2; 13.4; 13.5; 14.4; 15.1; 15.2; 15.3; 15.4; 16.1; 16.2.

16.5 **Waiver**. This Purchase Order may not be amended except in writing duly executed by each of the parties hereto. Neither failure nor delay on the part of either party to exercise any right, remedy, power or privilege provided for herein or by statute or by law, or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.6 **Further Assurances**. Each of the parties hereto shall execute such further documents and give such further assurances as are required to give effect to this Purchase Order.

16.7 **Severability**. In the event that any provision of this Purchase Order is determined to be invalid by a court or tribunal of competent jurisdiction, such provision shall be severed to the minimum extent necessary, without affecting the survival or validity of the remainder of this Purchase Order.

16.8 **Enurement**. This Purchase Order shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns.

16.9 **Entire Agreement**. This Purchase Order, including any appendices attached hereto or documents referenced herein, contains the entire agreement of the parties in respect of the subject matter of this Purchase Order, and supersedes all prior oral and written commitments, contracts, and understandings with respect to the subject matter of this Purchase Order.

16.10 **Amendments**. This Purchase Order may not be amended except in writing duly executed by each of the parties.

16.11 **Counterparts**. This Purchase Order may be executed in one or more counterparts, and by way of either physical or electronic signature (including by PDF), each of which shall be deemed an original, but all of which when taken together constitute one and the same instrument.