

STANDARD TERMS AND CONDITIONS

- OFFER/AGREEMENT.** These terms and conditions form an integral part of the attached purchase order, release or supply agreement (“Offer”) issued by Equans Services Inc. (hereinafter “Equans”) to the supplier identified in the Offer (“Supplier”), to purchase certain goods, tooling and/or services described in the Offer (“Products”). The Offer is binding on the parties when Supplier (1) returns written acceptance, (2) makes any shipment of Products to Equans, or (3) accepts the Offer in any other manner. **In the case of a purchase order or release, Supplier shall be deemed to accept the Offer unless it notifies Equans otherwise within three (3) business days of receipt.** Supplier shall notify Equans immediately if it is unable to fulfill any terms of the Offer. Unless otherwise governed by another supply agreement, the terms of the accepted Offer shall constitute the entire agreement between the parties (“Agreement”). In the event of a conflict between any of the terms on the face of an Offer and those contained on the reverse, the terms on the front shall control. Any additional terms in any proposal, quotation, invoice, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on Equans.
- PRICE.** The total price of the Products shall be as stated in the Agreement and unless otherwise specified therein, the price for Products shall be firm fixed. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges, surcharges or taxes) will be allowed unless such charges are clearly specified in the Agreement. Supplier represents that the prices, discounts, and allowances extended to Equans on Products are no less favourable than those currently extended to any other customer of Supplier for the same or similar articles in equal or lower quantities.
- PACKING; SHIPPING.** Unless otherwise specified in the Agreement, shipments are FCA Supplier’s warehouse (ICC Incoterms 2000) and prices shall include all charges for packaging that conforms to Equans’s requirements. Supplier shall describe, mark, and pack Products in a manner appropriate to ensure the Products’ protection until delivered to Equans. Each box or crate shall be marked with Equans’s purchase order number, shipping address, Supplier’s name, Equans’s part number, Product description, quantity and country of origin. A copy of the packing list/invoice must be affixed to the outside of each pallet and enclosed in one identified box per pallet. A bill of lading shall be sent to Equans on the day of shipment. Supplier shall comply with Equans’s routing instructions, if any. If Supplier fails to follow Equans’s routing instructions, Supplier shall compensate Equans for any resulting increase in transport costs.
- DELIVERY. TIME IS OF THE ESSENCE** as to Supplier’s supply of Products and Supplier shall be responsible for any related damages, including but not limited to any costs of non-delivery, delay, cover, shortage, overage or line stoppage. All Products shall be delivered in the quantities, to the location(s) and on the date(s) set forth in the Agreement within the specified lead times. Products received in advance may be held or returned at Supplier’s risk and expense. If Product is held, Equans’s obligations shall run from the scheduled delivery dates. Supplier shall immediately notify Equans of any anticipated failure to Deliver Products in a timely manner, which such notice shall in no way alleviate Supplier’s obligations under the Agreement. Upon receipt of such notice, Equans may, at its sole option, cancel or reschedule such Orders as may be affected by such notice.
- QUALITY.** Supplier, at its expense, shall supply Products in accordance with good manufacturing practice and in compliance with the Agreement and Equans’s specifications and quality assurance requirements. Products are subject to inspection and acceptance at Equans’s location notwithstanding any prior payment. Non-conforming Products may be held or returned at Supplier’s risk and expense. Supplier specifically agrees to pay Equans all costs related to rejection of Products. Supplier shall not repair or replace non-conforming Products unless Equans so directs. Equans may, from time to time, inspect and audit the operations of Supplier, its subcontractors or vendors, upon prior reasonable notice. Upon notice to Supplier, Equans may also maintain personnel at any Product production site to monitor quality, which Supplier hereby agrees to facilitate. Equans agrees to abide by any reasonable safety or confidentiality requirements with respect to such site.
- BILLING.** Supplier shall issue invoices, bills of lading and packing lists in accordance with Equans’s requirements. Such documents shall include Supplier’s packing list number, Equans’s order number, part number, item number, English description, invoice quantity and unit of measure. Supplier’s invoices shall also include Country of Origin, unit price and total invoice amount, with any tax and permitted surcharges itemized. Time periods for payment and discounts shall begin upon receipt of both conforming Product and complete and accurate invoices and all supporting documentation.
- TAXES/CUSTOMS.** Prior to delivery, Supplier shall be solely liable for any taxes, withholdings, customs duties or other assessments in connection with the sale, purchase, transport, use or possession of Products, exclusive of Canadian sales tax. If Supplier unlawfully exports or imports Products, Supplier shall be responsible for all penalties, fines, assessments or costs Equans incurs.
- WARRANTY.** Supplier warrants that Products are: (a) new and unused; (b) merchantable and free from defects in materials and workmanship for the consumer warranty period applicable to the Equans product containing the Product; (c) free from defects in design (unless specifically designed by Equans); (d) free and clear of all liens and encumbrances, marketable title being in Supplier; (e) in strict conformance to the specifications, drawings, and descriptions in the Agreement and any approved samples; (f) fit and sufficient for their intended purpose; (g) in compliance with the standards in Supplier’s industry and with all applicable laws, rules or regulations; and (h) in the case of services, performed in a professional and workmanlike manner. The foregoing warranties shall survive delivery, acceptance, inspection, testing, payment and use of Products and shall run in favour of Equans, its customers and any subsequent owners or users of the Products. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Supplier shall have any effect on the warranties contained in this Agreement.
- REMEDIES.** All remedies herein are cumulative and in addition to all rights and remedies provided by law or equity. Without limiting the foregoing, Equans may require Supplier to refund the purchase price for, repair or replace at Equans’s option and at Supplier’s expense, any Product (or re-perform any service) that fails to comply with the Agreement, regardless of such Product’s location.
- DEFECTS.** Supplier shall immediately notify Equans of any actual or suspected defect in a Product, or other matter that may affect the safe or proper operation of a Product or its use in or with an Equans product. Supplier shall promptly provide all relevant information to Equans and cooperate fully with the investigation and any rework, field retrofit or recall. Supplier shall be responsible for all costs incurred by Equans due to any Product defect, recall, retrofit or other related action based on Supplier’s acts or omissions.
- SPARE PRODUCTS.** Supplier shall maintain a supply of Products and the capability to effectively service Products for at least ten (10) years from the date of last shipment for production. Thereafter, Supplier shall give Equans six (6) months advance written notice of Supplier’s election to stop supplying Products to allow Equans to order such quantity as it may reasonably require.
- TOOLING.** Any and all machinery, dies, molds, jigs, fixtures, tooling, material, samples, prototypes, and any other property used to manufacture Products, which is owned, furnished, charged to, or paid for by or on behalf of Equans in whole or in part (“Tooling”) shall be and remain the exclusive property of Equans. Title to Tooling shall pass to Equans without regard to Equans’s payment or performance of other obligations. Supplier and its suppliers shall not

- retain any lien, encumbrance or interest, nor attempt to encumber Equans's interest in the Tooling. Tooling shall be: (a) used exclusively to fill Equans orders; (b) maintained in good condition at Supplier's expense; (c) subject to periodic accounting by Supplier at Equans's request and inspection by Equans; (d) identified as to location and not be moved without Equans's prior written approval; (e) not scrapped or destroyed without Equans's prior written approval; and (f) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted, at any time upon Equans's request. Supplier agrees to assist in protecting and perfecting Equans's interest in the Tooling. Supplier waives any lien, right of set-off or counterclaim that might permit Supplier to refuse to deliver Tooling to Equans. All Tooling shall be conspicuously marked "Property of Equans" by Supplier, insured by Supplier and held at Supplier's risk while in Supplier's or its agent's control or possession.
13. **PRODUCT-RELATED TECHNOLOGY.** All technology, software, data, drawings, specifications, and other proprietary information or materials concerning the Product, including copies and duplicates, ("**Technology**") provided by Equans to Supplier shall remain the property of Equans. Any Technology created (1) at the request of Equans, (2) in connection with Products sold only to Equans, or (3) based in whole or in part on information provided by Equans, shall be considered as ordered or commissioned by Equans as a contribution to a collective work, and be considered "work made-for-hire" and shall belong to Equans. To the extent such Technology may not be deemed "work made-for-hire," Supplier and its employees, subcontractors and agents hereby assign, and Equans accepts, on a paid-up basis, all right, title and interest in and to all such Technology. Supplier shall not seek any registration, patent, copyright or titling of such Technology in its name or for its benefit. Supplier shall promptly execute and deliver such documents and take such action as Equans may reasonably request to protect or perfect Equans's right, title and interest in the Technology. Supplier shall not supply to anyone other than Equans any Products designed in whole or in part by or exclusively for Equans.
 14. **TRADEMARKS.** Supplier shall not use any trademark, trade name or service mark of Equans or its affiliates and shall not contest the validity of Equans's right to any trademarks, trade names or service marks used by Equans as its own.
 15. **INFRINGEMENT.** Except to the extent manufactured to Equans's specifications, Supplier warrants that the sale and use of Products will not infringe, directly or indirectly, any patent, trademark, trade name, trade secret, copyright or any proprietary right of another. If any Product or the use thereof is held to infringe any proprietary right and its use enjoined, Supplier shall, at its expense, procure for Equans and its customers the right to continue using said Product or replace said Product with a substantially equal, but non-infringing product acceptable to Equans. If further use of the Product is not possible, Supplier shall accept return of any unsold Product and refund to Equans all Product costs, including but not limited to the purchase price and transportation costs.
 16. **INDEMNIFICATION.** Supplier shall indemnify, defend (with counsel satisfactory to Equans) and hold Equans, its parents, affiliates, subsidiaries, and their respective officers, directors, employees, successors, assigns, insurers, customers and agents ("**Indemnified Persons**"), harmless against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which an Indemnified Person may incur in any way related to a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees that its obligations herein shall survive the termination or expiration of the Agreement. The indemnification contained in this Section shall not pertain to design defects, to the extent the Products were manufactured by Supplier to Equans's design.
 17. **INSURANCE.** Supplier shall maintain occurrence-based commercial general liability insurance, including but not limited to products liability coverage, which (i) names the Indemnified Persons (as defined above) as additional insureds; (ii) is issued by insurers rated A- or better by A.M. Best; (iii) provides coverage for bodily injury and property damage liability with "each occurrence" limits of an amount not less than five million dollars (CAD \$5,000,000); and (iv) is maintained during the term hereof and for ten (10) years thereafter. Upon request and at least annually during the term of the Agreement, Supplier shall furnish Equans with certificates of insurance evidencing such coverage. Supplier shall require its insurer(s) to provide notice in writing to Equans at least sixty (60) days before any reduction in coverage, cancellation or non-renewal. If Supplier fails to maintain the insurance required herein, Equans may, but is not obligated to, purchase such insurance on Supplier's behalf and charge back the cost of same to Supplier.
 18. **COMPLIANCE WITH LAWS.** Supplier, at its expense, shall comply with all laws, regulations and requirements applicable to the Product, the supply of Products to Equans or Supplier's performance hereunder. Supplier and its subcontractors shall comply with all wage, workers compensation, equal opportunity and reporting obligations. Supplier shall supply a certificate of origin, comply with applicable marking requirements and include the phrase "MADE IN (COUNTRY OF ORIGIN)" on all Products. For Products produced in North America, Supplier shall provide fully-completed NAFTA certificates and comply with all NAFTA requirements.
 19. **CONFIDENTIALITY.** Supplier may have access to certain proprietary or confidential information of Equans or its customers. Supplier agrees to hold such information in confidence and to use said information only for its performance under the Agreement and not for any other purpose or disclosure to any third party. The parties shall comply with any existing confidentiality agreement between them, which is incorporated herein and shall remain in full force and effect. Supplier shall not make any public acknowledgement or disclosure concerning the Agreement or its supply of Products to Equans.
 20. **CANCELLATION.** Equans may cancel any order at any time for cause and without cost or penalty in the event: (a) any Products are defective; (b) Supplier fails to comply with any terms of the Agreement; (c) Supplier becomes insolvent, is subject to a bankruptcy proceeding or makes an assignment for the benefit of creditors; or (d) Supplier ceases or suspends its normal business operations. Equans may cancel any order at any time without cause and if such cancelled Products were stock merchandise, Equans's sole liability shall be to pay for Products shipped pursuant to the Agreement prior to cancellation. If such cancelled Products were manufactured to Equans's specifications, then, upon notice, Supplier shall cease all performance related to such Products (unless otherwise directed by Equans) and Equans shall pay Supplier its actual costs for work and materials incurred in accordance with the Agreement, consistent with applicable lead times. Upon such payment, title to any work, materials and Products shall pass to Equans. Equans's decision to cancel an order shall not be deemed to be an election not to pursue any other remedy at the same time or at any other time.
 21. **TERMINATION FOR CONVENIENCE.** Equans may at any time, without cause, terminate this Agreement. If Equans terminates this Agreement after shipment of Products (or commencement of services comprised in the term "Products"), Supplier shall be paid for such Products shipped or services provided pursuant to this Agreement. Payment for Products shipped and services performed shall be Supplier's sole remedy. Supplier shall not be paid for any Products shipped or services provided after receipt of the notice of termination.
 22. **FORCE MAJEURE.** Neither party will be held responsible for a breach, delay or failure of performance of any obligation hereunder that results from war, act of God or natural disaster (e.g. fire, earthquake or flood), or governmental action not due to the fault of the party (e.g. embargo).
 23. **WAIVER AND AMENDMENT.** Failure to require strict performance of any provision of the Agreement shall not constitute a waiver or default by a party or diminish that party's right to subsequently demand strict compliance therewith. No modification of the Agreement shall be enforceable unless in writing and signed by an authorized representative of Equans.
 24. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom but shall not affect the interpretation or enforceability of the remaining provisions of this Agreement.
 25. **SURVIVAL.** The Supplier's confidentiality obligations set forth in this Agreement, and any other provision of this Agreement which by its nature should survive any termination or expiration of this Agreement, shall survive.
 26. **NO AGENCY.** The relationship between Equans and Supplier will be that of independent contractors and not that of principal and agent, nor that of legal partners. This Agreement shall not be construed as creating a joint venture or partnership between the parties.

27. **ASSIGNMENT.** Except as otherwise provided between the parties, Supplier shall not assign or subcontract any of its rights, duties or obligations hereunder without Equans's prior written consent. Such consent shall not relieve Supplier of its obligations under the Agreement.
28. **HEADINGS.** The headings herein are for convenience only and shall not affect interpretation.
29. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario (without regard to conflict of law provisions thereof). The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The parties agree that any legal proceeding brought pursuant to this Agreement shall be filed in Toronto, Ontario.
30. **ENGLISH LANGUAGE.** The parties hereto have agreed that this Agreement and all other documents referred to herein be drafted in English. *Les parties aux présentes ont consenti à ce que la présente convention et tous les autres documents s'y référant soient rédigés en anglais.*