

Purchase Order Terms and Conditions (UTC-OS) For Services

1. COMPLETE AGREEMENT

This Purchase Order, together with all documents, drawings and specifications referred to in this Purchase Order shall, when accepted by the Supplier, constitute the entire contract between the Supplier and Purchaser, and shall not be altered, amended or supplemented without the Purchaser's prior written approval. If there is a Master Agreement between the parties that this Purchase Order is issued under, in the event of any conflict or inconsistency between these Purchase Order Terms and Conditions and the Master Agreement, the terms and conditions of the Master Agreement shall govern. The Purchaser shall not be bound by any terms or conditions in any of the Supplier's forms or documents. Either the Supplier's written acceptance of this Purchase Order, the shipment of any article or the commencement of any Services pursuant to this Purchase Order shall constitute unqualified acceptance and no contrary or additional terms or conditions shall apply. The Purchaser may insist upon strict compliance with these terms and conditions despite any previous custom, practice or course of dealing to the contrary. The Services shall be set out in either this Purchase Order or Schedule "A" Services and Prices, if attached and setting out the relevant information. If Schedule "A" is attached, it shall form part of this Purchase Order.

2. PERFORMANCE OF SERVICES

The Supplier shall perform the Services in a good and workmanlike manner. Unless otherwise specified in this Purchase Order, the Supplier shall supply all labour, materials, tools, equipment, permits

and supervision for the complete and satisfactory performance of the Services.

3. CHANGES

The Purchaser reserves the right to make any changes to this Purchaser Order including, without limitation, changes in the scope or scheduling of the Services and changes in drawings, specifications and quantities or termination of all or part of this Purchase Order. If any such change causes any increase or decrease in the cost of, or the time required for, the performance of any part of this Purchase Order or Services, an equitable adjustment shall be made in the price or scheduling or both, and this Purchase Order shall be modified in writing accordingly. Any claim for an adjustment shall be asserted by the Supplier within thirty (30) days of the notification of change from the Purchaser.

4. TIMING

Where a commencement date, completion date, delivery date or a schedule of dates is specified in this Purchase Order, timely adherence to such dates is of the essence, and the Supplier shall be responsible to ensure that all such dates are fully complied with, and shall inform the Purchaser immediately of any anticipated delays and the reasons for the delays.

5. PRICES, PAYMENTS

Unless otherwise expressly stated in the Purchase Order, all prices specified shall be fixed, and in the currency indicated on the Purchase Order and shall include all charges and expenses of the Supplier, as well as freight and insurance to destination including packing, boxing, cartage and any and all applicable import and other taxes, fees and duties of federal, provincial and local governments. Any applicable HST taxes shall be shown separately. The time specified for payment of

invoices, or for accepting any payment of discounts offered, shall run only from the date invoices satisfactory to the Purchaser are furnished to the Purchaser or satisfactory receipt of the Services by the Purchaser, whichever shall be the latter.

6. PURCHASER'S REPRESENTATIVE

Unless otherwise notified by the Purchaser, the Purchaser agrees to designate a representative or representatives to receive instruction from the Supplier with respect to the Services to be performed or any goods delivered.

7. REGULAR HOURS

All Services shall be performed during normal business hours or the hours mutually agreed upon in writing. Services performed during overtime hours shall be done only on the Purchaser's written authorization and shall be billed at the Supplier's agreed to regular overtime service rates, which shall be set out in this Purchase Order or the Schedule "A" Services and Prices, as applicable.

8. ADDITIONAL WORK

The Supplier agrees that any Services in addition to those included in this Purchase Order shall be performed only upon the Purchaser's written authorization and shall be invoiced as agreed to in writing.

9. INSTALLATIONS / EQUIPMENT AREAS

The Purchaser agrees to keep the equipment areas free of materials extraneous to any installation, accumulation of waste products and debris and to remove any stock, fixtures, or partitions needed to facilitate the work called for in this Purchase Order. The Supplier shall perform a clean-up on a frequency as instructed by the Purchaser, including removal of all debris.

If any equipment is installed in an area with less than the minimum clearances recommended for servicing, the Purchaser shall be responsible to remove all obstructions to provide such clearances as required.

10. EQUIPMENT

The Supplier shall supply all its own equipment for the Services except as otherwise agreed to in writing. Written authorization must be received prior to the installation or attachment of any of the Supplier's or the Supplier's personnel's equipment, software, or devices on or to the Purchaser's owned or leased equipment, software, or communications networks. In the event of problems created by any such installation or attachment, the Supplier shall be solely responsible for all repairs and services to correct the problems.

11. OWNERSHIP

Ownership of any documents, including specifications or drawings, supplied by the Purchaser, or produced by the Supplier upon request of the Purchaser, shall rest with the Purchaser at all times.

12. WARRANTY, GUARANTEE, COMPLIANCE

The Supplier warrants that: a) the Services and any goods supplied pursuant to this Purchase Order shall conform to the description and applicable specifications, drawings, samples or other description furnished or specified by the Purchaser, shall be of good material and workmanship, free from defect and fit and sufficient for the purposes intended and free and clear of all liens and encumbrances; b) the Supplier has the expertise in the Services to be provided to perform capably and efficiently all the tasks outlined in this Purchase Order or Schedule "A" Services and Prices, as applicable; c) the Supplier shall bear all expenses in connection with the provision of the Services,

including without limiting the generality of the foregoing, income and other taxes, parking, Workers' Compensation, Canada Pension Plan, Unemployment Insurance premiums and costs; and d) the Supplier shall comply with all federal, provincial and local laws, regulations and orders applicable to the performance of the Services and the supply of goods hereunder, including, without limitation, those relating to occupational health and workplace safety and federal and provincial privacy legislation. The warranties shall apply notwithstanding any inspection, testing, acceptance of, or payment for the Services and goods. The foregoing is in addition to any warranty or service guarantee given by the Supplier to the Purchaser or implied by law.

13. CORRECTION OF DEFICIENCIES

If the Purchaser does not find that a Service is acceptable, the Purchaser shall give reasonable notice to the Supplier with particulars concerning the reasons for refusing acceptance and the deficiencies requiring correction. Upon receiving such notice, the Supplier shall take immediate corrective action and complete the correction of the deficiency within fifteen (15) business days. Should the Supplier's attempt to correct such deficiencies be unsuccessful, a) the Purchaser may invoke any of the termination provisions set forth in this Purchase Order; and b) at the Purchaser's option, within fifteen (15) days following notice that the corrective action with respect to the Services or goods was unsuccessful, the Supplier shall: i) reimburse the Purchaser for the Services or goods that were unacceptable and not corrected or not performed, all amounts previously paid by the Purchaser (including taxes and any costs); or ii) redo any of the affected Services or replace any of the affected goods, to the satisfaction of the Purchaser.

14. PURCHASER'S RULES

In the event that any part of the Services is performed on the Purchaser's premises, all rules and regulations applicable to employees of the Purchaser regarding their behaviour and conduct in connection with the business and affairs of the Purchaser shall, insofar as the same shall be required by the Purchaser, be applicable to the Supplier and its employees and representatives when on the Purchaser's premises, and the Purchaser reserves the right to disallow any person or persons, whether employees of the Supplier or otherwise admittance to the Purchaser's premises.

15. SUSPENSION OF SERVICES

The Purchaser may at any time in its sole discretion, without liability, cost or penalty, suspend the Services for a specified or unspecified time by written notice to the Supplier. Upon receiving the notice of suspension, the Supplier shall immediately suspend all operations indicated by the Purchaser except those which in the Purchaser's opinion are necessary to preserve, care for and protect the Services. The Supplier shall be entitled to be compensated only for the continuing Services provided during the suspension in accordance with this Purchase Order. The Supplier shall not be entitled to be compensated for suspended Services.

16. TERMINATION

This Purchase Order shall continue in effect until the earlier of satisfactory completion of the Services, or written notice of termination is given by the Purchaser to the Supplier effective on the date of such notice or any later date specified in the notice.

Termination of this Purchase Order shall not in any respect limit any of either party's rights or remedies or relieve either of them of any

obligation incurred prior to the effective date of such termination, and all indemnities in this Purchase Order shall remain in full force and effect notwithstanding any such termination.

17. INDEMNIFICATION

The Supplier shall be responsible for and shall save harmless and indemnify the Purchaser, the Purchaser's employees, subcontractors, agents, officers and directors from and against all losses, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of Services performed or goods delivered pursuant to this Purchase Order, the performance or purported performance of the terms and conditions of this Purchase Order by the Supplier or the Supplier's employees, subcontractors, agents, officers and directors, including without limitation those made or sustained in respect of property damage, personal injury (including death) and infringement of any intellectual property right, including but not limited to copyright, trademark, patent or trade secret.

18. CONFIDENTIALITY

All information which the Supplier receives or acquires from the Purchaser either in writing, orally or through observation of the Purchaser's operation, or in the course of the Supplier's fulfilling its obligations hereunder, shall be held by the Supplier in confidence at all times and the Supplier shall not use the information unless required by this Purchase Order. Accordingly, the Supplier shall ensure that all recipients of the said information, including the Supplier's own employees, subcontractors, agents, officers and directors assume obligations identical in principle with those which the Supplier assumes under this Section.

19. FIPPA

The Supplier and the Purchaser acknowledge and agree that as of January 1, 2012, the Freedom of Information and Protection of Privacy Act (Ontario) (“FIPPA”) applies to and governs certain information. The Purchaser will maintain the confidentiality of this information in accordance with the provisions of FIPPA. However, the Supplier acknowledges and agrees that FIPPA may also require the disclosure of such information to third parties.

20. PUBLICITY

The Supplier shall not, in any of its advertising or otherwise, indicate that it has provided Services or goods to or may in the future supply Services or goods to the Purchaser or use the Purchaser’s name for the purpose of advertising or solicitation of business without the prior written consent of the Purchaser.

21. NON-WAIVER

Failure of the Purchaser to insist upon strict performance of any of the terms and conditions of this Purchase Order, or to exercise any rights or remedies provided in this Purchase Order or by law, or to properly notify the Supplier in the event of breach, or the acceptance of or payment for any Services, goods or approval of design, shall not release the Supplier from any warranties or obligations of this Purchase Order.

22. INDEPENDENT CONTRACTOR

The Supplier is an independent contractor and shall not be considered to be an employee, partner or agent of Purchaser. The Supplier is not authorized to enter into any contract or assume any obligation on behalf of the Purchaser.

23. INSURANCE

The Supplier shall maintain insurance covering public liability, bodily injury and property damage, product and completed operations liability and contractual liability in amounts satisfactory to and with a company approved by the Purchaser. Such policy shall contain a cross-liability clause; an endorsement adding the Purchaser as an additional insured; and an endorsement stating that the policies shall not be cancelled, allowed to expire or materially changed without thirty (30) days prior written notice to the Purchaser. Upon request, the Supplier shall provide a certificate of liability insurance setting out the insurance coverage referred to in this Section.

24. GOVERNING LAW

This Purchase Order shall be construed under and governed by the laws of the Province of Ontario, Canada.

25. ASSIGNMENT

The Supplier shall not assign, subcontract or otherwise transfer this Purchase Order, in whole or in part, by operation of law or otherwise, without the express written consent of the Purchaser. The Supplier agrees that the Purchaser may assign, subcontract and transfer its rights and remedies under this Purchase Order, in whole or in part.

26. SURVIVAL

In addition to the length of survival of any provision which may be explicitly stated in this Purchase Order, all of the indemnifications and confidentiality obligations, made by the Supplier and set out in this Purchase Order, shall survive the expiry or termination of this Purchase Order, as shall all other provisions of this Purchase Order which, by their nature, might reasonably be expected to survive.

27. COMPLIANCE WITH ACCESSIBILITY STANDARDS

The goods and/or services provided hereunder shall comply with applicable accessibility standards under the *Accessibility for Ontarians with Disabilities Act, 2005* and its regulations. If requested by the Purchaser, acting reasonably, the Supplier shall provide evidence of the policies, procedures and training practices that it has implemented to comply with the foregoing. The Supplier shall comply, and shall ensure that its personnel read and comply, with all Purchaser policies in respect of the *Accessibility for Ontarians with Disabilities Act, 2005* and its regulations, as may be applicable to the goods and/or services.

28. AODA COMPLIANCE PROCEDURE

- a. The Purchaser will manage complaints efficiently, fairly, effectively, and uniformly. In the event that an AODA complaint is registered in respect of any aspect of the competitive procurement process, the complainant shall submit the complaint in writing by mail, fax or email to the Purchaser, including the following:
 - i. specific identification of the AODA accessibility requirement that is alleged to have been breached;
 - ii. specific description of each act alleged to have breached the AODA requirement;
 - iii. precise statement of the relevant facts;
 - iv. identification of the issues to be resolved;
 - v. complainant's arguments and supporting documentation and
 - vi. complainant's requested remedy.
- b. Once a written complaint has been submitted to the Purchaser (to the contact identified in the procurement document or contract), receipt will be acknowledged within five (5) business days. If the information regarding the complaint is incomplete, the Purchaser will

contact the complainant within ten (10) business days. Anonymous complaints will not be processed through this protocol.