

BGIS Energy & Facility Solutions Inc. (“BGIS”) believes that the Health and Safety of its Suppliers, is as important as the Health and Safety of its Employees and is paramount to our mutual success. As a service provider to “BGIS”, you must ensure that you ‘meet or exceed’ ‘our’ Health and Safety Policies and Procedures, our customers’ existing agreements and policies, and any appropriate Health, Safety and Environmental standards required by your governing jurisdiction.

This agreement outlines the requirements for service providers who work on behalf of “BGIS” at our customers’ sites, and by signing below, you agree to abide by the terms and conditions within. A signed ‘acknowledgment’ (including any supplemental documentation, such as: proof of insurance and applicable training certificates) must be returned to “BGIS” prior to commencement of work.

1.0 SCOPE AND TERMS & CONDITIONS PRECEDENCE

1.1 Goods and/or services (“**Deliverables**”) ordered by BGIS Energy & Facility Solutions Inc. (“**BGIS**”) in a purchase order or work order (“**P/O**”) issued to you (“**Supplier**”) shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS and/or its customer (“**Client**”) including policies relating to Supplier Code of Conduct, health and workplace safety, and Third Party Operational Technology if Supplier will be utilizing any Operational Technology in connection with the Deliverables (“Operational Technology” means hardware and software that detects or causes a change, through the direct monitoring and/or control of equipment, assets, processes and events), which have been shared with the Supplier in advance or otherwise made available on BGIS’s website at <https://www.bgis.com/ca/suppliers.htm> and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.

1.2 In accepting a P/O from BGIS, the Supplier will undertake the P/O in accordance with:

- (a) the valid, current and executed contract with BGIS for the work ordered (“**Current Agreement**”);
- (b) where no Current Agreement is in place, these terms and conditions executed and filed with BGIS specific to the Client for which the P/O is being undertaken (“**Supplier T&Cs**”); or
- (c) where no Current Agreement and no Supplier T&Cs are applicable BGIS the Terms & Conditions published at the following site:
<https://www.bgis.com/ca/suppliers.htm>.

2.0 DELIVERABLES

- 2.1 The Supplier shall supply all labour, supplies, equipment, and services required to produce the Deliverables under a P/O including the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of such Deliverables. If any of the Deliverables, in the reasonable opinion of BGIS, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2 The Supplier is providing Deliverables pursuant to the P/O strictly as an independent contractor.

3.0 CONFLICT OF INTEREST

- 3.1 The Supplier shall not engage in any activity or provide any services to BGIS where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Deliverables. The Supplier acknowledges and agrees that it shall be a conflict of interest to provide Deliverables if Supplier is related in law to another company that has bid on the Deliverables, or if Supplier uses confidential competitor or BGIS information to support the bid for the award of the BGIS P/O, or if Supplier employees or subcontractors are related by family or business relationship to BGIS employees or Client employees where such relationship can be considered to impact the award of the P/O or provision of the Deliverables.
- 3.2 The Supplier shall disclose to BGIS without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest and shall comply with any terms and conditions subsequently prescribed by BGIS resulting from the disclosure.
- 3.3 Breach of this Conflict of Interest provision may result in termination of the P/O in addition to any other remedies that BGIS has in contract, in law or in equity.

4.0 PRICE & PAYMENT

- 4.1 Unless otherwise specified, all references to money amounts are to Canadian currency.
- 4.2 BGIS shall be charged the price for the Deliverables stated in the P/O provided by BGIS. The price for the Deliverables is exclusive of GST, HST, TVQ and inclusive of PST.
- 4.3 The price for the Deliverables includes all other taxes, tariffs, duties and/or levies that may be payable in Supplier's province, territory and country in relation to the performance of this agreement.
- 4.4 Payment of Supplier's invoices shall be made by cheque or electronic transfer of funds within pre-negotiated terms of payment or otherwise within sixty (60) days following the date of receipt of a correct and valid invoice, and will be paid in accordance with the payment instructions detailed on the invoice. To be considered for payment an invoice

shall be: (i) properly addressed; (ii) contain a valid purchase order or work order number; (iii) specify, where applicable, an itemized charge for labour, materials and/or goods, and all applicable taxes; (iv) specify the location where the Deliverables were delivered; and, (v) where applicable, consolidates all current charges by reflecting all Deliverables provided to all locations to which Deliverables were provided. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BGIS including evidence of insurance, health and safety compliance and policies, and applicable workers compensation board clearance certificates.

- 4.5 Supplier agrees that upon request by BGIS, should Supplier not be able to produce a workers compensation board clearance certificate evidencing that its workers undertaking the Deliverables are covered by workers compensation during the term of the P/O then the Supplier invoices may not be considered to be correctly submitted until such evidence is provided.
- 4.6 The Supplier agrees to waive payment for Deliverables not invoiced within six (6) months after the issuance of the corresponding P/O where such Deliverables are scheduled for completion within three (3) months of issuance of the P/O. Where Deliverables are scheduled for completion beyond three (3) months of issuance of the P/O, the Supplier agrees to waive payment for Deliverables not invoiced within 6 months after substantial performance of the Deliverables ordered under the P/O.
- 4.7 Whenever any sum of money shall be recoverable from or payable by Supplier to BGIS, the same may be deducted from any sum due or which at any time thereafter may become due to Supplier under any P/O raised by BGIS.

5.0 TERM & TERMINATION

- 5.1 Unless otherwise specified, a P/O shall become effective upon issuance and continue in force and effect until all obligations thereunder have been discharged in full and in strict accordance with its terms, subject to it being terminated in accordance with these Supplier T&Cs (“**Term**”).
- 5.2 Where BGIS has issued a P/O, BGIS may terminate the P/O in whole without cause immediately by issuing such termination in writing to the Supplier. BGIS may immediately terminate a P/O in whole or part if Supplier has breached its terms and BGIS has notified the Supplier to this effect. Upon termination, BGIS shall be liable solely for payment of Deliverables furnished to the date of termination. Upon termination, Supplier will use commercially reasonable efforts to minimize and mitigate its cost to wind up the provision of the Deliverables.
- 5.3 BGIS may also terminate a P/O immediately in the event the Supplier breaches any Policies. For clarity, any impairment of Supplier’s employees or subcontractors from the use of alcohol, drugs (including cannabis and cannabis related products), and/or the negative effects of medications or any other substance that could cause

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impairment, while providing services to BGIS, BGIS clients or while attending any BGIS related corporate or industry events, shall be sufficient grounds for BGIS to immediately terminate any P/O.

6.0 INSURANCE AND WORKERS' COMPENSATION

6.1 The Supplier shall, prior to performing the Services, provide BGIS with the following:

- (a) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) inclusive per occurrence for personal injury, bodily injury, death and property damage. The certificate must name BGIS and the Client as additional insureds, and the insurance may not be cancelled or modified without fifteen (15) days prior written notice. When required by BGIS, the Supplier shall immediately add new Client(s) as additional insured(s) on insurance certificates to be provided hereunder; and/or
- (b) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with a minimum bodily injury (including death) and property damage (including loss of use) limit of two million dollars (\$2,000,000) inclusive, per occurrence; and/or
- (c) If the Services involve petroleum or other hazardous chemicals or substances, a certificate of insurance confirming the Supplier has in place for the Term of the P/O environmental liability insurance in an amount not less than two million dollars (\$2,000,000).
- (d) A clearance certificate issued pursuant to the workers' compensation legislation in effect in each of the jurisdictions where Deliverables are to be provided confirming employees of the Supplier furnishing Deliverables are covered by workers' compensation insurance or equivalent legislative compensation scheme and that payments due thereunder are up to date ("**WC Compliance**").

6.2 BGIS shall have the right, acting reasonably, to require higher limits or other types of insurance coverage(s) as necessary and appropriate under the circumstances.

6.3 For Suppliers supplying professional services must carry and provide proof of professional errors and omissions coverage limit of one million dollars (\$1,000,000) inclusive.

6.4 The Supplier shall comply with workers' compensation legislation in effect from time to time at all locations where the Deliverables are furnished. The Supplier shall provide current WC Compliance upon request.

7.0 INDEMNITIES AND LIABILITY

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- 7.1 Supplier agrees to indemnify and hold harmless BGIS (including its directors, officers, employees, and agents) from and against
- (a) any claim (including but not limited to reasonable legal fees and disbursements) including third-party claims and demands, in respect of loss of, damage to or destruction of property or bodily injury including death arising from, relating to, or in connection with the provision of the Deliverables; and
 - (b) all costs, damages and other liabilities (including but not limited to reasonable legal fees and disbursements) that result from such claim, if such claim is caused by or arises from an act or omission of Supplier or those for whom it is responsible, except to the extent such claim is caused by or arises from the negligence, gross negligence, willful misconduct, or unlawful act of BGIS.
- 7.2 Supplier shall indemnify and hold BGIS, its partners and each of their respective officers, directors and employees (collectively, "**Indemnified Parties**") harmless from any and all claims and losses of any kind whatsoever (including, without limitation, fines and penalties) suffered by or imposed upon any Indemnified Party due to, as a result of or arising out of the Supplier's failure to comply with this provision or any applicable workers' compensation legislation and this provision will survive the expiry or termination of any P/O or agreement constituted by the acceptance of any P/O.

8.0 ASSIGNMENT

- 8.1 The Supplier shall not assign a P/O without the prior written consent of BGIS. If the Supplier subcontracts or delegates any of its obligations in a P/O to a third party, the Supplier shall remain fully responsible for complete performance of all of the Supplier's obligations set forth in the P/O and for any such third party's compliance with the provisions set forth therein. BGIS may, upon written notice to the Supplier, assign its interest and obligations in a P/O to the Client for which the work is being performed.

9.0 RECORDS

- 9.1 The Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Deliverables and P/O, and shall upon request grant BGIS and the Client audit rights in respect of all said books, records, accounts and invoices relating to the Deliverables under a P/O or as may be applicable. All books, records, accounts and invoices in relation to the Deliverables under a P/O or as may be applicable shall be retained for a period of seven years.

10.0 HEALTH, SAFETY, SECURITY & SUSTAINABILITY

- 10.1 Supplier acknowledges reading, reviewing and informing its staff of BGIS's Health & Safety Policy and agreeing to abide by all applicable legislated and mandated health & safety requirements. Supplier agrees to provide all required health and safety training at

its own cost for its staff as related to providing the Deliverables outlined in this agreement.

- 10.2 In addition to the requirements in Section 10.1, Supplier shall provide evidence of valid Petroleum-Oriented Safety Training (P.O.S.T.), W.H.M.I.S. (WHMIS2015), and other applicable certifications, for all personnel performing services.
- 10.3 Supplier shall complete all industry-required documents (such as the POST Maintenance Safe Work Permit/Job Safety Analysis and any applicable High-Risk checklists) prior to the start of work in order to identify, assess and control any on-site hazards.
- 10.4 Supplier shall immediately report to BGIS all incidents involving personal injury, death, property damage, spill or loss of petroleum or any hazardous materials. Supplier shall submit an incident report to **seadie@bgisefs.com** within 24 hours of such incident.
- 10.5 Supplier agrees to provide annual security clearance checks at its own cost on all employees that have access to Client locations to provide the required Deliverables. BGIS will provide the specific security requirements based on the Client being serviced.
- 10.6 Supplier will use only environmentally friendly products, if available. Supplier will remove all waste materials from service site and dispose of in an environmentally-friendly manner, including reuse and recycling. Supplier will abide by all LEED requirements if service site is LEED certified.

11.0 LAW AND ARBITRATION

- 11.1 These Supplier T&Cs shall be interpreted in accordance with and governed by the laws of Ontario and all laws of Canada applicable therein and all disputes among the parties shall be submitted to the courts of the Province of Ontario.

12.0 FORCE MAJEURE

- 12.1 “**Force Majeure**” means any event that occurs owing to causes beyond the control of the party claiming Force Majeure that is unforeseeable and unavoidable and not due to the financial inability of a party to perform its obligations under these Supplier T&Cs and that occurs without fault or negligence of the party claiming Force Majeure.
- 12.2 A failure of Supplier to perform its obligations under these Supplier T&Cs caused by Supplier's subcontractors shall only be considered as Force Majeure if the criteria stated in Clause 12.1 are all met in respect of such subcontractor and BGIS accepts such event as Force Majeure under these Supplier T&Cs.

13.0 NOTICES

13.1 Unless otherwise agreed in writing, all documentation, contacts, or notices shall be made strictly through BGIS and addressed to:

BGIS Energy & Facility Solutions
432 MacNab Street
Dundas ON L9H 2L3
Attention: Dwayne MacDonald
E-mail: dmacdonald@bgisefs.com

13.2 BGIS retains the right, should Supplier not be able to meet BGIS's service requirements, to purchase the Deliverables elsewhere and BGIS's obligations under these Supplier T&Cs will be reduced accordingly.

14.0 WARRANTIES

14.1 The Supplier warrants and undertakes that all the Deliverables shall conform fully to the requirements hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the Deliverables hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BGIS exercised in good faith, and that supplier will provide highly skilled and competent employees and/or subcontractors and agents in the provision or performance of the Deliverables. Supplier further warrants that the Deliverables have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licenses required to be obtained in connection with the furnishing of the Deliverables and that the Deliverables shall, for a period of not less than three (3) months, comply with any functional, performance, operational, and other specifications or characteristics that are related to such which are: (i) provided to supplier in a P/O; (ii) recognized in the field as an applicable standard for such Deliverables; or, (iii) mandated by applicable law. Supplier agrees to furnish again at its cost and expense any Deliverables not in strict compliance with the foregoing warranty.

14.2 Materials forming part or all of the Deliverables will: (i) be free and clear of all liens and encumbrances, and BGIS and Clients will be entitled to use the materials without disturbance; (ii) be new, like new or warranted as new and free from defect in manufacture, materials and design for a period of not less than one (1) year or, if applicable, such time as specified in the manufacturer's warranty; (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications; and (iv) meet or exceed applicable equipment operation specifications for industry standards.

14.3 The Supplier, its affiliates, and their respective employees and subcontractors providing Deliverables shall not be a party to the offering, paying or receiving of bribes or be a

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party to any activity that violates any anti-bribery laws. The Supplier shall confirm same in writing upon BGIS's request made from time to time.

15.0 CONFIDENTIALITY

- 15.1 The parties agree to protect and keep all data and information disclosed by each party in relation to this Agreement confidential.
- 15.2 Supplier shall not assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of BGIS. These Supplier T&Cs and applicable P/O shall inure to the benefit of and be binding upon the successors and assigns of both parties.

16.0 ENTIRE AGREEMENT

- 16.1 These Supplier T&Cs and the applicable P/O(s) shall be the entire agreement between the parties with respect to the Deliverables referred to in the P/O(s).
- 16.2 The schedules identified below and attached to these Supplier T&Cs are incorporated herein and made a part hereof by reference. Any references to these Supplier T&Cs shall include these attachments. Supplier acknowledges that it has received a copy of these Supplier T&Cs and the schedules, has read and understands all of their terms and conditions, and further acknowledges and agrees that these Supplier T&Cs incorporates and includes the terms and conditions set forth in the schedules, and agrees to be bound by them.

17.0 COMPLIANCE MONITORING

- 17.1 Supplier will subscribe for and pay the related fees therefor for a third-party compliance service designated by BGIS from time to time to monitor Supplier's set-up and compliance obligations in connection with the Deliverables, failing which, BGIS may terminate any P/O on written notice and such remedy shall be in addition to any other remedies that BGIS has in contract, law, or equity. The subscription cost shall be for Supplier's account and shall not be charged to BGIS as a disbursement, pass through, or other recoverable cost.

18.0 ACKNOWLEDGEMENT

18.1 By signing below, Supplier agrees that if and when it supplies Deliverables to or on behalf of BGIS pursuant to a P/O, such transaction(s) shall at all time be subject to these Supplier T&Cs.

Name:

Title:

Signature:

Company:

WSIB/WC Account #:

Email address
(to send P/O's):

Date:
