

## TERMS AND CONDITIONS

1.	<b>Definitions</b>	7.	<b>Risk in and Title of Goods</b>	13.1.3	any claim that the use or sale of the Goods infringes or misappropriates the patents, trademarks, design right, registered design, copyright or other intellectual property right or confidential or proprietary information of any other person;
1.1	In these Conditions the following words have the following meanings: "Client" means the person advised by the Purchaser; "Conditions" means these terms and conditions; "Goods" means the goods, materials and/or plant specified in the Order; "Law" means federal, provincial, territorial, municipal or local laws, bylaws, rules, regulations, regulatory policy, orders, directions, standards, specifications, codes of practice, guidelines having the force of law or requirements of any statutory, public, local or other competent governmental or quasi-governmental authority; "Order" means the Order placed by the Purchaser with the Seller for the Goods, which shall be deemed to incorporate these Conditions; "person" shall be interpreted broadly to include individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, governmental authority or other entity or organization; "Purchaser" means Altrad Services Ltd., or an affiliate (as defined in the Business Corporations Act, SBC 2002, c 57) and/or Altrad Services Ltd dba Altrad Gitxaala Joint Venture (AGJV), as is specified in the Order; "Seller" means the person to whom the Order is addressed.	7.1	Risk of damage to or loss of Goods shall pass to the Purchaser at the point of delivery as defined in Condition 4.		
		7.2	Unless otherwise agreed and without prejudice to any right of rejection which may accrue to the Purchaser, title to Goods shall pass to the Purchaser on the earlier of payment for or delivery of the Goods. The Seller shall have no right to claim or retake possession of the Goods once title passes to the Purchaser. The Seller warrants that the title given to the Purchaser for the Goods is free of any charge, encumbrance and/or defect whatsoever.	13.1.4	the Purchaser's delay in performing or failure to perform its obligations under any other contract as a result of any breach of the Seller's obligations hereunder; and
		7.3		13.1.5	any other breach by the Seller or its directors, officers, employees, agents, contractors or representatives of the Order or Law.
		8.	<b>Price</b>	13.2	Any sums expended by the Purchaser so caused or arising shall be reimbursed to the Purchaser by Seller on demand.
		8.1	The price for the Goods shall be as stated in the Order. The price shall be fixed (exclusive of any Canadian value added taxes such as goods and sales tax, harmonized sales taxes and provincial sales tax), not subject to fluctuation and inclusive of all other applicable taxes, packaging, freight and carriage, standing time, off-loading, insurance and any other relevant delivery charges.	14.	<b>Force Majeure</b>
		9.	<b>Payment</b>	14.1	Neither party shall be liable to the other for any failure to fulfil its obligations under the Order if such failure occurs as a result of any cause beyond its control, including, but not limited to acts of God, governmental intervention or restriction, import or export regulations, war, riots, strikes or trade disputes, power failures, inadequate performance of or failure of or incorrect processing by computer systems, fire, or flood.
		9.1	The Purchaser will pay for the Goods within 90 days (or other such period as may be agreed in writing by the Purchaser) of receipt from the Seller of an undisputed invoice delivered in accordance with this Condition 9 or after delivery in accordance with Condition 4, whichever occurs later. Invoices must be rendered in duplicate to the Purchaser's office issuing the Order, the top copy of which must be valid for goods and sales tax purposes. Invoices must state clearly whether they are for full or part order and include full details of the Goods delivered. Reference to the Purchaser's Order number and Seller's delivery note must be shown clearly on all invoices.	15.	<b>Assignment</b>
1.2	In these Conditions, "PPSA" means the Personal Property Security Act, RSBC 1996, c359. Words and expressions which are not defined in these Conditions, but which have a defined meaning in the PPSA have the same meaning as in the PPSA.	9.2	Where a retention held by the Client applies to the Goods, a like retention shall be deducted from payments to the Seller and held by the Purchaser. Any retention monies so held shall be released at the time and in the manner pursuant to the contract between the Purchaser and the Client unless otherwise required by Law.	15.1	The Seller takes full responsibility for the performance of the Order and shall not be entitled to assign or sub-contract any of its rights or obligations under the Order without the prior written consent of the Purchaser. For certainty, the Seller will remain responsible and liable for the performance of the Order regardless of whether it has assigned or sub-contracted any of its rights or obligations.
1.3	Any reference in these Conditions to an act, statute, regulation, document or instrument includes the act, statute, regulation, document or instrument as novated, altered, modified, amended, supplemented or replaced from time to time.	9.3	The Purchaser reserves the right to suspend or withhold payment in the event of non-compliance by the Seller with the Order and may set-off any payment due from the Seller to the Purchaser against any payment due from the Purchaser to the Seller, whether under the Order or otherwise.	15.2	The Purchaser may assign, licence or sub-contract all or any part of its rights or obligations under the Order without the Seller's consent.
2.	<b>Applicable Conditions</b>	9.4	In the event of failure by the Purchaser to make payment in accordance with Condition 9.1, the Purchaser shall pay to the Seller simple interest for each day on which any payment is overdue at a rate equivalent to 2% per annum above the prime rate published by the Bank of Canada applicable at the date the payment became due.	16.	<b>Remedies</b>
2.1	Subject to this Condition 2, the Order (including these Conditions and Client imposed conditions incorporated under clause 2.2) contains the entire agreement between the Purchaser and the Seller for the Goods. All other understandings, agreements, warranties, conditions, terms and/or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by Law.	9.5	If any Canadian value added taxes or sales taxes are payable by the Seller on a supply under the Order, the Purchaser will pay to the Seller an amount equal to such taxes payable on the supply. The Purchaser will pay that amount in addition to and at the same time that the price for the Goods is due and payable.	16.1	Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Order the Purchaser shall be entitled (whether or not the Goods have been delivered and/or accepted by the Purchaser) at its sole discretion to:
2.2	Where the Purchaser is obliged to, or otherwise does so accept, conditions imposed by the Client such conditions will, where applicable, become binding on the Seller who is deemed to have seen such conditions and has agreed to be bound by the same.	10.	<b>Variation</b>	16.1.1	rescind the Order;
2.3	If the Order shall contain any special conditions in addition to these Conditions, the former shall prevail over the latter in the case of any ambiguity or discrepancy.	10.1	No variation to or amendment of the Order shall be effected by the Seller unless consented to in writing by the Purchaser.	16.1.2	reject the Goods whether in whole or in part and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
2.4	Delivery of Goods shall be deemed to be unqualified acceptance by the Seller of these Conditions.	11.	<b>Bonds, Guarantees and Warranties</b>	16.1.3	at the Purchaser's sole discretion and at the Seller's expense, either allow the Seller the opportunity to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure the terms of the Order are fulfilled;
3.	<b>Quality of Goods</b>	11.1	If so required by the Purchaser, the Seller shall provide at its own cost on demand performance bond from a bank or insurance company in a form and for an amount approved by the Purchaser, by way of guarantee for the proper and due performance of the Order.	16.1.4	refuse to accept any further deliveries of the Goods, without any liability or penalty to the Seller;
3.1	All Goods shall upon delivery be new, of the best quality, materials and workmanship, free from defects, fit for any purpose that may be indicated or reasonably implied, conform fully with the Order and all Law applicable and incidental to the Goods, be in accordance with best practice and pass such inspections and tests as may be required by the Purchaser.	11.2	If the Seller is a company which is controlled, directed, operated and/or owned by another company which is not a party to the Order (a "Parent Company"), the Seller shall, if the Purchaser so requires, provide the Purchaser with a guarantee from the Parent Company on terms to be agreed between the Purchaser and the Seller.	16.1.5	carry out, at the Seller's sole cost and expense, any work necessary to make the Goods comply with the Order; and
3.2	The Purchaser is relying on the Seller's skill and judgement in relation to the Goods.	11.3	Insofar as the Seller is responsible for the design of the Goods, the Seller shall, if required to do so by the Client, enter into a collateral warranty in favour of the Client and any other third party, on terms to be agreed between the Purchaser and the Seller.	16.1.6	claim such losses (including consequential, special and other indirect loss), costs, damages, charges and expenses as are incurred by the Purchaser as a result of the Seller's breaches of the Order.
4.	<b>Delivery</b>	12.	<b>Insurance</b>	17.	<b>Cancellation</b>
4.1	Any time or date stated in the Order for delivery of the Goods shall be of the essence. Except as otherwise agreed, Goods shall be delivered as stated in the Order, or if no details are stated in the Order, at such place and time as the Purchaser shall nominate from time to time. If the Seller fails to meet any stated or nominated delivery dates, the Purchaser may require the Seller to deliver the Goods as soon as practicable, but may in the Purchaser's absolute discretion exercise its rights under Condition 16.	12.1	The Seller shall maintain insurance to cover its liability hereunder and under Law in respect of injury to or death of any person or the loss of or damage to property, with a limit of indemnity of not less than \$20,000,000 for any one occurrence or series of occurrences.	17.1	The Purchaser shall have the right to cancel the whole or any part of the Order by giving notice to the Seller at any time prior to delivery. In the event of such cancellation the Purchaser's liability shall be limited to the reasonable open market value of the Goods, or valued at rates or prices contained in the Order (if any), and the Purchaser shall not be liable to pay the Seller any other costs, expenses or damages of whatsoever nature due to or resulting from the cancellation of the Order.
4.2	The Seller shall arrange for carriage of Goods to the place of delivery, the carrier being deemed an agent of the Seller. The Seller shall be responsible for the immediate replacement of all Goods lost or damaged in transit.	12.2	The Seller shall have in place product liability and/or professional indemnity insurance in respect of its potential liabilities to the Purchaser and other parties arising out of the Order.	18.	<b>Termination</b>
4.3	Delivery of Goods shall only be deemed to occur once the Seller obtains an authorised signature of the Purchaser on a valid delivery note that quotes the Purchaser's Order number and details of the Goods delivered, notwithstanding that any such signature shall not be evidence that the Goods so delivered comply with Condition 3 or are of the correct quantity.	12.3	The Seller shall make the policy and premium receipts available for inspection by the Purchaser at any time.	18.1	Without prejudice to any of the Purchaser's rights and remedies in contract, at Law, in equity or any other rights, the Purchaser may immediately terminate the Order in whole or in part by issuing to the Seller a written notice of termination if any of the following circumstances occurs or the Purchaser believes is likely to occur:
4.4	If, for any reason, the Purchaser is unable to take delivery of the Goods on or after any date stated or nominated the Seller shall, at its expense, store or arrange for the storage of the Goods for a reasonable time and shall safeguard the Goods and take all reasonable steps to prevent their deterioration until their delivery is effected.	13.	<b>Liability and Indemnity</b>	18.1.1	the contract between the Purchaser and the Client is terminated;
5.	<b>Packing</b>	13.1	Without prejudice to the Purchaser's rights under contract, Law or in equity, the Seller shall be liable to the Purchaser for and shall fully indemnify, defend and hold harmless the Purchaser from and against all liabilities, claims, actions, causes of actions, demands, expenses, costs (on a full indemnity basis and in respect of legal costs on an own client and solicitor basis) proceedings, losses (including without limit consequential, special and other indirect losses), or damages suffered or incurred by the Purchaser and arising directly or indirectly out of.	18.1.2	the Purchaser wishes to terminate the Order for its convenience;
5.1	All Goods shall be carefully packed and protected as necessary for transit according to destination and in accordance with any special requirements stated in the Order. All packaging is non-returnable unless agreed otherwise.	13.1.1	any breach of any representation or warranty given by the Seller to the Purchaser in relation to the Goods, including without limitation the warranties in Condition 3;	18.1.3	the Seller is in breach of its obligations under the Order and has not remedied such breach within 10 days or other specified period of receiving written notice from the Purchaser; or
5.2	The Purchaser may at its sole discretion reject Goods which are not correctly packaged or in respect of which the delivery note does not include the requested information.	13.1.2	any act, omission or default of any director, officer, employee, agent, contractor, representative, successor or assignee of the Seller;	18.1.4	the Seller;
6.	<b>Inspection</b>			18.1.4.1	ceases to carry on its business; or commits an act of bankruptcy or becomes insolvent (as such terms are used in the BIA); or makes an assignment for the benefit of creditors, files a petition in bankruptcy, makes a proposal or commences a proceeding under Insolvency Legislation; or petitions or applies to any tribunal for, or consents to, the appointment of any receiver, trustee or similar liquidator in respect of all or a substantial part of its property; or admits the material allegations of a petition or application filed with respect to it in any proceeding commenced in respect of it under Insolvency Legislation; or takes any corporate action for the purpose of effecting any of the foregoing; or
6.1	The Purchaser shall have the right to inspect Goods at any time and to require such certificates and tests at the Seller's cost as may be reasonably necessary to prove the origins or performance of the Goods, provided always that such inspections, tests and/or approvals shall not relieve the Seller of its obligations under the Order.			18.1.4.2	is subject to any proceeding or filing commenced against it seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, trustee, custodian or other similar official for it or any of its property or assets.

18.2 For the purposes of clause 18.1.4:  
18.2.1 "BIA" means the Bankruptcy and Insolvency Act, RSC 1985, c B-3; and  
18.2.2 "Insolvency Legislation" means legislation in any applicable jurisdiction relating to reorganization, arrangement, compromise or re-adjustment of debt, dissolution or winding-up, or any similar legislation, and specifically includes for greater certainty the BIA, Companies' Creditors Arrangement Act, RSC 1985, c C-36 and Winding-up and Restructuring Act, RSC 1985, c W-11.

18.3 On termination under clause 18.1, the Seller will be paid for the value of the Goods delivered to the Purchaser prior to termination less, in the case of termination under clause 18.1.3 or clause 18.1.4, such expenses, costs (on a full indemnity basis and in respect of legal costs on an own client and solicitor basis) damages, losses (including without limit consequential, special and other indirect losses), and expenses as are incurred or suffered by the Purchaser as a result of the Seller's (or its directors', officers', employees', agents', contractors', representatives', successors' or assignees') breach of the Order or of the Seller's insolvency.

18.4 The amount payable under clause 18.3 is in full and final satisfaction of all obligations of the Purchaser to the Seller under the Order.

19. **PPSA**  
19.1 The Seller must not register a financing statement with respect to:  
(a) any security interest under these Conditions;  
(b) the Goods; or  
(c) any other personal property of the Purchaser.

20. **Law**  
20.1 The Order is governed by and is to be construed in accordance with the laws applicable in the Province of British Columbia and the applicable laws of Canada therein. The Seller and the Purchaser each irrevocably and unconditionally submit to the jurisdiction of courts exercising jurisdiction in the Province of British Columbia.

21. **Severance**  
21.1 If any provision of the Order is held by a court of law to be invalid or otherwise unenforceable it shall be severable and shall, to the extent necessary to prevent such invalidity or unenforceability, be deemed to be omitted from the Order and the remaining provisions shall continue to have full force and effect.

22. **Waiver**  
22.1 The failure to exercise or any delay in exercising by the Purchaser a right or remedy provided by the Order or by Law does not constitute a waiver of the right or remedy or a waiver of any other right or remedy.

23. **Corruption of Foreign Public Officials Act and Sanctions**  
23.1 Neither the Seller nor any of its directors, officers, employees, agents, contractors or representatives have, directly or indirectly, made, offered, promised or authorized or will make, offer, promise or authorize any payment or gift of any money or anything of value to or for the benefit of any "foreign public official" (as such term is defined in the Corruption of Foreign Public Officials Act, SC 1998, c 34 (the "CFPO")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Seller or any of its affiliates or contractors in obtaining or retaining business for or with, or directing business to, any person or performing its obligations under the Order. Neither the Seller nor any of its directors, officers, employees, agents, contractors or representatives have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any Law. The Seller further represents that it has maintained, and has caused each of its subsidiaries, affiliates, contractors or agents to maintain, systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies to ensure compliance with the CFPO or any other applicable anti-bribery or anti-corruption law, and to ensure that all books and records of the Seller accurately and fairly reflect, in reasonable detail, all transactions and dispositions of funds and assets. Neither the Seller, nor, to the Seller's knowledge, any of its directors, officers, employees, agents, contractors or representatives are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the CFPO or any other anti-corruption law.

23.2 For the purposes of this Condition 23:  
23.2.1 "Sanctioned Territory" means Crimea, Cuba, Iran, North Korea, Syria or any other country which becomes the target of comprehensive, country-wide or territory-wide Sanctions;  
23.2.2 "Sanctions" means any trade or economic sanctions or restrictions, or similar Laws enacted, administered, imposed or enforced by any Sanctions Authority;  
23.2.3 "Sanctions Authority" means: (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; and (e) the European Union; and, for certainty, includes without limitation all of the relevant sanction authorities of any of the foregoing; and  
23.2.4 "Sanctions List" means: (a) the Consolidated United Nations Security Council Sanctions List; (b) the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control; (c) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; (d) the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine; or (e) any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority.

23.3 The Seller is and will remain, and will cause and ensure all of its directors, officers, employees, agents, contractors and representatives are and will remain, in strict compliance with any and all Sanctions.

23.4

The Seller represents and warrants that neither the Seller nor any of its directors, officers, employees, agents, contractors or representatives is or will be during the term of the Order (a) listed on, or directly or indirectly owned or controlled by one or more persons listed on, a Sanctions List; (b) owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List; (c) a government of any country that is the subject of Sanctions or an agency or instrumentality of, or a person directly or indirectly owned or controlled by, such a government; or (d) resident or located in, operating from, or incorporated under the laws of a Sanctioned Territory.