

INTER PIPELINE TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The following terms, wherever capitalized in these Terms and Conditions or any PO, shall have the following meanings:

"Anti-Corruption Laws" means all Applicable Laws relating to anti-bribery or anti-corruption, including the Foreign Corrupt Practices Act of 1977 (United States), the Corruption of Foreign Public Officials Act (Canada) and the Criminal Code (Canada);

"Applicable Law" means any constitutional provision, statute, act, code, regulation, rule, law, ordinance, order, standard, decree, directive, ruling, proclamation, resolution, regulatory act, provisional measure, convention, designation, licence, judgment, decision, declaration or official interpretation or application thereof by a Governmental Authority, as amended from time to time;

"Change Order" means a written order issued by Company describing and authorizing a change, which may be in the form of a revised PO incorporating the change, or some other written form;

"Company" means Heartland Petrochemical Complex Limited Partnership, or such affiliated entity expressly specified and identified as the "Company" in the relevant PO;

"Company Indemnitees" means Company, its affiliates, and all of their respective directors, officers, employees, personnel, agents and consultants;

"Contract Documents" means these Terms and Conditions, any PO issued pursuant hereto, the respective Schedule(s), exhibits, appendices or attachments to a PO, all amendments and any Change Orders;

"Contractor" means the Party contracting with Company who is named in the PO;

"Deficiency" or **"Deficient"** means any portion of the Work that for any reason whatsoever: (a) has not been performed in accordance with the Contract Documents or Applicable Laws; or (b) is or causes the results of the Work or any facilities or operations at the Jobsite to become defective, deficient, malfunctioning, flawed or faulty;

"Delivery Dates" means the delivery dates for the Goods set out in a PO, or as subsequently agreed to by Company and Contractor in writing;

"Delivery Location" means the location identified in any PO or as subsequently agreed to by Company and Contractor in writing where the Goods are to be delivered by Contractor to Company;

"Export Control Laws" means all Applicable Laws relating to export controls, import and export, anti-boycott or Sanctions, including those imposed by Canada, the United States or any other Governmental Authority with jurisdiction over any activities conducted pursuant to a PO;

"Forced Labour and Human Trafficking Laws" means all Applicable Laws relating to forced labour, child labour, and human trafficking, including the Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada), the Customs Tariff (Canada), the Criminal Code (Canada), the Tariff Act of 1930 (United States) and the Uyghur Forced Labour Prevention Act (United States);

"Goods" means any goods, supplies, materials or equipment, or any portion thereof, that are manufactured or procured by Contractor for Company as part of the Work under a PO, if any;

"Governmental Authority" means the government of any country or province or state, or any political subdivision, having or exercising jurisdiction over Company, Contractor, the Jobsite, the PO or the Work, including all agencies, instrumentalities and entities controlled by such government and any judicial, executive, legislative, administrative, police, military or regulatory body of any government or any political subdivision, as well as any official of any of the foregoing;

"Intellectual Property" means all proprietary rights provided by or under Applicable Law, foreign or domestic, including all inventions, copyrightable works, drawings, designs, discoveries, improvements, trade secrets, trademarks, and other intellectual and proprietary rights, including the right to register and protect any of the above;

"Jobsite" means the site or location of the Heartland Petrochemical Complex, or such other Company site or location where the Work will be performed or to which the Work relates, as may be specified in a PO, as it may be amended from time to time;

"Liens" means any mortgage, lien (whether builders', mechanic's, possessory, warehousemen's, construction or any other type of lien), assignment by way of security, hypothecation, pledge, charge, security interest, right of set-off or other encumbrance intended to secure payment or performance of an obligation, whether fixed or floating, on any property;

"Losses" means any and all losses of any nature or kind and howsoever arising, including any and all (i) liabilities, (ii) demands, claims, causes of action, proceedings and lawsuits, by whomsoever brought, (iii) losses, injuries and damages, (iv) judgments, awards, penalties and fines, and (v) costs and expenses (including legal fees on a solicitor and his own client basis and all other costs of investigation or enforcement, together with any related interest at the applicable rate);

"Party" means Company or Contractor, and **"Parties"** means both Company and Contractor;

“**PO**” means a written purchase order issued by Company for the performance by Contractor of a discrete scope of Work, and all amendments and attachments thereto, which incorporates the Terms and Conditions by reference or link, or that does not include or reference any terms and conditions (and thereby is deemed to include and incorporate the Terms and Conditions);

“**Policies**” means Company policies at <https://interpipeline.com/what-we-do/for-vendors/>, as well as any other Company policies communicated to Contractor, each as may be updated from time to time;

“**Price**” means all fees, prices and other charges specified in the PO unless modified by Change Order;

“**Sanctions**” means any Applicable Laws or restrictive measures relating to economic or financial sanctions, or any restrictions adopted, imposed, promulgated, administered or enforced from time to time by the United Nations Security Council, Canada, the United States of America, or any other Governmental Authority with jurisdiction over any activities conducted pursuant to a PO, or over a Party or its Affiliates, directed at prohibiting or restricting dealings, or imposing adverse consequences in connection with dealings, with certain countries, territories, governments, individuals, groups, companies, vessels or other entities;

“**Schedules**” means any schedules attached to a PO, including those set out in Section 2.1;

“**Services**” means any services, whether technical, professional or otherwise, or any labour or activities, or any portion thereof, that are performed or provided by Contractor for Company as part of the Work under a PO, if any;

“**Taxes**” means all taxes, tariffs, fees, levies, duties or charges imposed by any Governmental Authority by reason of a PO or the production, ownership, transportation or supply of the Work;

“**Technical Documents**” means any studies, reports, drawings, sketches, work packages, design criteria, technical standards or specifications, datasheets and other preliminary or conceptual scoping or design documents for the Jobsite or Company’s facilities or operations provided to Contractor by Company in relation to the Work;

“**Terms and Conditions**” means these Inter Pipeline Terms and Conditions;

“**Work**” means the provision by Contractor of all Services specified in a PO, the procurement and supply of any required Goods by Contractor as set out in a PO, and all other necessary work or services performed by Contractor under or in accordance with a PO, including anything that is ancillary or necessary by implication to fulfill a PO or Company’s requirements, and which shall also refer to any results or deliverables arising out of the above where the context so requires.

“**Work Schedule**” means the detailed performance schedule for the Work, including the Delivery Dates, as set out in the PO, or as subsequently developed by Contractor and approved by Company to be incorporated into a PO, which shows the sequence and duration of the various activities comprising the Work;

2. SCHEDULES

2.1 Where so specified in the PO, or where otherwise directed by Company, **Schedule A – Additional Technical Requirements** shall hereby be attached to, and shall be incorporated into and form part of, these Terms and Conditions.

3. PRECEDENCE

3.1 Where an obligation or a portion of the Work is specified in different terms in different parts of the Contract Documents, the most stringent requirement shall be complied with. Subject to the foregoing, in the event of any conflict between any of the Contract Documents, they shall have priority in the following order of precedence, from highest to lowest priority: (a) the PO; (b) these Terms and Conditions; (c) the Schedules, exhibits, appendices and attachments, if any, to a PO; and (d) amendments and Change Orders. Any ambiguity or discrepancy between the Contract Documents shall be resolved by Company, who shall instruct Contractor accordingly.

4. ACCEPTANCE OF PO

4.1 These Terms and Conditions are incorporated by reference into any PO issued by Company that references or links to these Terms and Conditions, or that does not include or reference any terms and conditions, and shall become a binding agreement of Contractor and Company upon the earlier of: (a) Contractor signing and returning a copy of the PO without exceptions; (b) Contractor acknowledging a PO, whether in writing or verbally; or (c) Contractor commencing the supply of Goods or performance of Services or other Work pursuant to the relevant PO.

5. PERFORMANCE OF THE WORK

5.1 Company may, from time to time, provide directions with respect to the performance of the Work and Contractor agrees to follow such directions. All Work is subject to inspection and approval by Company, but neither inspection nor failure to inspect will relieve Contractor of any of its obligations under the PO. Company shall have the right to reject Work which does not meet the standards required under the PO. Rejected Work shall be satisfactorily corrected by Contractor within the Work Schedule set out in the PO without charge or cost to Company.

5.2 Contractor shall commence the Work on the date provided in the PO, perform the Work diligently and continuously, and perform the Work in accordance and consistent with any Delivery Date or Work Schedule set forth in the PO. If Contractor is responsible for a delay in the performance of the Work, or fails to perform any portion of the Work in accordance with any Delivery Date or Work Schedule set forth in the PO, Contractor shall, at no additional cost to Company, perform such additional, accelerated or overtime work, acquire and use any necessary additional labour and equipment, and perform whatever other acts are required or requested by Company to make up the lost time and to avoid delay in the satisfactory completion of the Work.

5.3 Contractor shall deliver any Goods to the Delivery Location on the Delivery Date(s) set forth in the PO. Delivery of the Goods will not be considered complete until Contractor has delivered to Company all items and documents required in the PO, in proper form. Without limiting

any of Company's other rights under the Contract Documents, Company shall have the right to withhold payment of the final invoice or a portion of the total PO value pending satisfactory receipt of all documentation required hereunder.

- 5.4 Contractor shall be solely responsible for: (a) the shipment and delivery of the Goods in accordance with any shipment and delivery terms set out in the PO, Applicable Law and in accordance with industry guidelines relating to the packaging, labelling, documenting, reporting and registering of such Goods; (b) the accuracy of the description and classification of all Goods shipped to Company; and (c) any damages which arise due to non-conforming packaging or failure to ship the Goods in accordance with the PO. Where shipment of any Goods involves cross-border transportation of wood products, all wood products imported into Canada from any and all countries, except for the United States of America, must comply with the most current directives as issued by any relevant Governmental Authorities, including any guidelines established in the current International Standard for Phytosanitary Measures, as amended.
- 5.5 Contractor shall ensure that all Goods supplied are adequately protected for shipment and short-term storage, having due regard for the climatic environment at the Delivery Location and the Jobsite, and the areas through which the Goods may traverse. A packing list in waterproof envelopes detailing actual contents must be enclosed in each package. A master list must be attached to the first package shipped. Each packing list must include the PO number, item number, item code and quantity. The shipping mark, the tag number, the equipment identification, the PO number, identification numbers or code as referred to in the PO, or any other marks as required, must be shown on each package or individual piece. Contractor shall mark lifting points on all oversized packages. Improperly tagged material may be returned at Contractor's expense or additional incurred expenses will be charged back to Contractor.
- 5.6 With respect to the Services, Contractor accepts Company's Jobsite and acknowledges that prior to commencing any Services it will have investigated and satisfied itself as to the location and condition of the Jobsite, including accessibility, general character, surface conditions, environmental risks, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions. Any failure by Contractor to discover such matters related to the Jobsite which affect or could affect the Services shall not relieve Contractor of its obligations under this PO.
- 5.7 Company may at its discretion provide Contractor with such Technical Documents as may be necessary or desirable to further detail or illustrate the Work. All Services performed by Contractor in furtherance of the Work shall comply and align with the Technical Documents, any other Company requirements or criteria, as well as any additional or revised Technical Documents that Company may subsequently issue to Contractor. Contractor shall be solely responsible for satisfying itself that the information and documentation regarding the scope of Work provided by Company, whether prepared by Company or some other person, are complete and sufficient for Contractor's purposes.
- 5.8 Each of the Parties shall promptly and fully inform each other of any errors, inaccuracies or omissions (collectively, "**Document Errors**") in the Technical Documents of which they become aware. Should any Document Errors in the Technical Documents be discovered by Contractor, then Contractor shall resolve all such Document Errors with Company before proceeding with the affected portion of the Work. If Contractor proceeds with any Work without informing Company of any Document Errors of which it becomes aware, or proceeds with any Work before resolving such Document Errors, then Contractor proceeds with such Work at its sole risk and expense and shall perform any rework necessary to give effect to any clarifications or instructions subsequently provided by Company without any reimbursement by Company.
- 5.9 Contractor shall provide and supply all equipment, materials and supplies described in the PO or otherwise necessary to perform the Work, which shall be of sufficient quality and quantity to enable the Work to be carried out in accordance with the PO. Equipment, materials and supplies supplied by Contractor for the Work may be subject to approval by Company.
- 5.10 Contractor has obtained, or shall obtain in a timely manner at its sole cost, all permits, licences, approvals, consents, and other authorizations necessary to perform the Work and to use, distribute, and/or modify anything Contractor uses to perform the Work.
- 5.11 Company may from time to time change the Work or any other term of the PO by way of an agreed Change Order. The amount payable stated in a Change Order, if any, shall be Contractor's sole and exclusive compensation for the change, including any and all Losses arising therefrom. Contractor shall not make additions, changes, alterations or omissions to the Work, or perform extra work, without a valid and binding Change Order that is mutually agreed by the Parties and is issued by Company. Notwithstanding the foregoing, where there is an emergent situation or where a perceived change to the Work must proceed immediately, Company may instruct Contractor to proceed accordingly.
- 5.12 Contractor shall submit to Company reports, plans, procedures, drawings and all other deliverables in such detail and at such times as specified in the Contract Documents or as otherwise required by Company. If any software proprietary to Contractor is required to access and use the electronic information in its original native format, then Contractor shall provide such software to Company for its use, free of any restrictions and without cost to Company. Contractor shall participate in all meetings as required by the PO or as otherwise directed by Company to discuss procedures, progress, problems, safety and scheduling, as required.
- 5.13 Contractor shall at all times keep the Jobsite clean and free from accumulation of waste, rubbish, debris or materials (including hazardous materials) caused by its operations. Upon satisfactory completion of the Work, Contractor shall, at its own cost, ensure that the Jobsite is in a neat, tidy and safe condition. If Contractor fails to do so, Company may conduct any necessary clean-up activities and charge the cost of such activities to Contractor or may set off or withhold such costs in accordance with Sections 6.4 or 6.5, respectively.

6. PRICE AND PAYMENT

- 6.1 Contractor shall perform the Work for the all-inclusive Price calculated and payable in the manner provided for in the PO. All amounts are in Canadian dollars unless specifically stated otherwise in the PO.
- 6.2 Contractor shall, following satisfactory completion of the Work or otherwise in accordance with the PO if a PO imposes any additional periodic or progress-based milestone payments, submit to Company a proper invoice in accordance with Applicable Laws and with the invoicing instructions set out at <https://interpipeline.com/what-we-do/for-vendors/>, subject to any additional invoicing instructions set out in the PO.
- 6.3 Subject to any right of holdback, withholding or set-off, and subject to the other terms of the Contract Documents, Company shall pay Contractor, as full consideration for the satisfactory performance of the Work, for all Goods properly provided and Services properly performed in accordance with the PO. Payment by Company of any amount due to Contractor shall not be considered to be an acceptance by Company of the Work, or to be a waiver by Company of any of the rights that Company may presently or in the future have against Contractor under the PO.

- 6.4 Notwithstanding anything to the contrary in the PO, in the event that any amount is due to Company or its affiliates by Contractor, Company shall have the right of set-off against Contractor for such amount, whether such amount arises pursuant to the PO or any other contract between Contractor and Company or its affiliates.
- 6.5 Subject to Applicable Laws, including those relating to Liens, Company shall have the right to withhold payment to Contractor in respect of: (a) any holdbacks required to be made under Applicable Laws; (b) amounts in dispute until such dispute is settled; (c) Losses suffered, sustained, paid or incurred by Company as a result of Contractor's acts or omissions, willful misconduct or breach of the PO, including third party claims; and (d) the amount of a Lien if any such Lien is registered against the Work (or any portion thereof), the Jobsite or any other Company property. Company shall not be liable for any cost or interest to Contractor as a result of withholding as specified herein.
- 6.6 If any Lien is registered, filed or attached to the Work, the Jobsite or any other Company property, Contractor shall promptly procure its release and discharge within 14 days of it being submitted to the pending registration queue or its registration, whichever is earlier, failing which Company may settle and pay any claim for Losses relating to the Lien, or make such court applications and such payments into court as Company deems necessary to pay the claim for Losses and/or obtain discharge of the Lien or to remedy any other defect in title. Contractor shall indemnify and hold harmless the Company Indemnitees from and against any and all claims for Losses incidental to such Lien, including any and all Losses suffered, sustained, paid or incurred by Company or its affiliates to discharge or satisfy the Lien.
- 6.7 Contractor shall be responsible for payments to subcontractors, which payment shall be in accordance with Applicable Laws relating to Liens and prompt payment.

7. CONTRACTOR'S PERSONNEL

- 7.1 Contractor shall supply a sufficient number of personnel to enable timely and satisfactory completion of the Work in accordance with the PO. All such personnel, including subcontractor personnel, shall be competent, qualified by education, training, experience, fluent in English, authorized to work in Canada and as required by Applicable Law, and in all other respects, shall be capable of carrying out the tasks to which each is assigned. Company may request Contractor to remove and, if required, to replace any Contractor personnel, including subcontractor personnel, who in Company's sole opinion: 1) are technically incompetent, misbehave or are negligent; 2) negatively affect the efficiency or safety of the Work or the Jobsite; or 3) are otherwise unfit, unsatisfactory or unacceptable to Company. Contractor agrees to observe any such request and to forthwith replace such personnel at Contractor's expense.
- 7.2 Contractor shall ensure that all of Contractor's and its subcontractors' personnel who are engaged in the performance of the Work are registered for workers' compensation regardless of whether such coverage is required by the statutory requirements of the Province of Alberta or other Applicable Law. Prior to the performance of any Work and, upon request of Company, Contractor shall provide: (a) a certificate letter or similar document from the workers' compensation board, commission, or organization administering workers' compensation that applies to workers performing the Work at the work site ("WCB") to show that it has an account with WCB; and (b) a WCB letter of clearance or similar document confirming that the account is in good standing; and (c) all of the above in respect of any subcontractor.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Contractor represents and warrants that:
- (a) the Work shall be provided and performed: (i) in accordance with the Contract Documents, Company's Policies and procedures and Applicable Laws; (ii) in a safe and environmentally conscientious manner and in compliance with all Policies and good industry practice; (iii) in a professional, prompt, efficient, skillful, diligent, good and workmanlike manner, in accordance with methods, standards, practice and diligence employed by leading companies in the field or industry to which the Work relates; and (iv) in compliance with all Anti-Corruption Laws, Export Control Laws and all Sanctions, Forced Labour and Human Trafficking Laws, and all other similar or dissimilar Applicable Laws;
 - (b) the Goods shall: (i) be free from fault in design, workmanship and material; (ii) be of new and merchantable quality and fit for the purpose for which the Goods have been manufactured or fabricated; and (iii) meet the requirements of any specifications set out in the PO; and
 - (c) that it is financially solvent and has the financial stability, resources and capabilities to execute and perform its obligations hereunder.

9. WARRANTY

- 9.1 In the Contract Documents, the "**Warranty Period**" for the Goods and the Services, respectively, shall mean: (i) for Goods, the later of (a) 18 months from delivery to the Jobsite set forth in the PO; or (b) 12 months from the date upon which the Goods are put into service under normal operating conditions; and (ii) for Services, that period of time that commences on the date that Contractor first begins performing Services and that continues until 18 months from the date of final completion of the Services.
- 9.2 Contractor agrees that, if there is any Deficiency in the Work discovered prior to the expiry of the Warranty Period, Contractor shall promptly and diligently proceed to correct, repair, replace or otherwise remedy the Deficiency, make good the Work and Company property, and repair any resulting damage (collectively, the "**Remedial Work**") at Contractor's sole cost and expense. For greater certainty, Contractor shall pay for all costs of the Remedial Work under the warranties set forth herein, including, but not limited to, the replacement cost of the Work, installation costs, expediting costs and delivery costs.
- 9.3 If for any reason Contractor does not promptly proceed to or is unable to conduct such Remedial Work with respect to any Deficiency, or if Company determines at its discretion that it would be imprudent or inefficient to have Contractor perform any Remedial Work itself, Company may: (a) perform such Remedial Work or have such Remedial Work performed by a third party; or (b) reject any Deficient Goods and all related Goods and return same to Contractor for a full refund. In such event, or if a Deficiency is not capable of remediation, Contractor shall indemnify and hold harmless Company Indemnitees from any Losses suffered, sustained, paid or incurred by Company in respect of such Deficiency and any actions taken in response thereto.
- 9.4 Contractor warrants that any Deficiency remedied pursuant to this Article 9 shall be subject to a further warranty period of the later of: (a) 12 months after completion of all such Remedial Work; or (b) the end of the Warranty Period.

9.5 Without prejudice to Company's rights and Contractor's obligations under this Article 9, Contractor shall obtain from its manufacturers, subcontractors, vendors and agents, for the direct benefit of both Contractor and Company, such warranties as are normally offered by such manufacturers, subcontractors, vendors and agents in connection with any Goods and Services supplied by them. Contractor shall give Company all reasonable assistance as Company may require to enforce such warranties.

10. LIABILITY AND INDEMNIFICATION

10.1 Contractor shall: (a) be liable to the Company Indemnitees for; and, in addition, (b) indemnify the Company Indemnitees from and against, any and all Losses whatsoever (whether inter-party or third party Losses) which the Company Indemnitees may suffer, sustain, pay or incur that in each case and in any way arise out of, relate to or are caused by: (i) the breach of any provision of the Contract Documents or any Applicable Laws; (ii) the performance or non-performance of the PO; or (iii) the acts, omissions, negligence, fault or willful misconduct of Contractor, its employees, personnel, agents, representatives, consultants or subcontractors with respect to the Work hereunder.

10.2 In Sections 10.3 and 10.4, "**Consequential Losses**" means all (i) loss of revenue, loss of use, loss of opportunity, loss of production, loss of business, loss of sale or service contracts, loss of present or future profit (whether actual or anticipated), business interruption, lost or reduced productivity, downtime costs, standby costs, or the costs of obtaining and maintaining financing (in all cases, whether such losses or costs are direct, indirect or consequential) and (ii) any indirect, incidental or consequential Losses, howsoever any of the same may be caused, even if arising out of the sole, joint or concurrent negligence or fault of Contractor or Company.

10.3 Subject to the exceptions listed in Section 10.4, neither Party shall be liable to the other Party or its affiliates for Consequential Losses arising out of or in connection with the performance of the Work, these Terms and Conditions or any PO.

10.4 The exclusion of liability in Section 10.3 shall not apply to Contractor in relation to (1) any Losses relating to or arising out of the gross negligence, willful misconduct or fraud of Contractor, (2) any liquidated damages payable under any PO, (3) any Losses covered by insurance required under these Terms and Conditions or any PO, or (4) any Losses arising out of or relating to third party claims or by a breach by Contractor of Article 14 (Intellectual Property), Article 15 (Confidentiality) or Article 18 (Ethics).

11. INSURANCE

11.1 Contractor shall obtain and maintain, and ensure that its subcontractors maintain, at Contractor's sole expense and for the duration of the term and the Warranty Period, the insurance coverage of the types and with at least the minimum limits of coverage as follows (collectively, the "**Insurance Policies**"):

- (a) If the Work includes the transportation of Goods, cargo "all risks" insurance covering transport of all Goods by Contractor (or others on Contractor's behalf) against physical loss of or damage over land, water or by air to the Delivery Location in an amount equal to the full replacement value of the subject matter insured. This policy will attach at the time of commencement of loading of the subject matter insured and continue in force through shipment (including transshipment and interim storage) until the conclusion of unloading at the Delivery Location. This policy shall name Company as a loss payee as far as its interests may appear.
- (b) If the Work includes the provision of Services at any site owned, leased or operated by Company or by Contractor, or a third party's or public location, then Contractor shall maintain the following insurance. The limits specified below may be satisfied with a combination of primary and umbrella/excess insurance:
 - (i) commercial general liability insurance having a minimum limit of \$5,000,000 per occurrence for bodily injury, personal injury and property damage including loss of use thereof. This policy must include coverage for contractual liability, owner's and contractor's protective liability, non-owned automobile liability, products and completed operations, sudden and accidental pollution liability, employer's liability, broad form property damage, "cross liability" and "severability of interest", and when applicable to the Services, coverage for property damage due to explosion, collapse and underground hazards (XCU coverage), riggers liability (if the Services include rigging and/or crane services), and no exclusion or limitation for operations on or in the vicinity of a railway right of way;
 - (ii) automobile liability insurance having a minimum limit of \$5,000,000 per accident for bodily injury, passenger hazard and property damage covering all motor vehicles used in the provision of the Services;
 - (iii) workers' compensation in accordance with the statutory requirements of the jurisdiction in which the Services are performed. Without limitation, Contractor shall, at all times, pay or cause to be paid any assessment or contribution required to be paid pursuant to employment insurance or Workers' Compensation law;
 - (iv) aircraft liability insurance and/or marine liability insurance if any operations require the use of aircraft, including helicopters, or watercraft with a minimum limit of \$5,000,000 per seat for aircraft liability and in no event less than \$10,000,000 per occurrence for bodily injury and property damage (including passenger liability). If any operations require the use of unmanned aerial vehicles with a minimum limit of \$2,000,000 per occurrence in rural areas and \$5,000,000 per occurrence in urban areas for bodily injury and property damage; and
 - (v) property "all risks" insurance covering physical loss or damage to Contractor's owned property including tools and equipment, and property of others in the care, custody or control of Contractor, or for which Contractor has assumed liability (all including while in transit or storage on a replacement cost basis) and used in regards to the PO.
- (c) If the Work includes the provision of any design, consulting or other professional Services, then Contractor shall maintain professional liability insurance covering errors and omissions with respect to any such professional Services provided, which coverage shall include all professionals and consultants involved in the Work. The policy limit will be not less than \$2,000,000 per claim. Such policy shall be in force upon Contractor first beginning to perform the Services and shall include an extended reporting period of not less than 24 months following expiry of the Warranty Period.

11.2 All Insurance Policies shall, wherever applicable, include Company and its affiliates as an additional insured (other than any professional liability policy) and provide a waiver of insurers' rights of subrogation against Company and its affiliates (in all cases).

- 11.3 If Contractor hires a subcontractor to provide all or any portion of the Work, then Contractor warrants that, as a part of the subcontract, the subcontractor shall obtain and maintain equivalent levels and types of insurance as Contractor is required to maintain under the PO to the extent applicable to their scope of the Work. If the Insurance Policies are not obtained or maintained by Contractor or a subcontractor, as applicable, Company shall have the right to suspend the Work until such time as Contractor's and/or subcontractor's obligations are satisfied, without any liability to Company.
- 11.4 All Insurance Policies shall be considered primary and not excess to any insurance policies carried by Company. All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor and its subcontractors. Contractor will ensure that the required insurances are placed with insurance companies with a minimum A.M. Best rating of A- VIII or its equivalent and acceptable to Company and which are legally permitted to carry on business in the jurisdiction where the Work is performed. Contractor and its subcontractors are responsible for any excluded loss under its insurance.
- 11.5 Upon issuance of the PO, or at any other time upon written request by Company, Contractor shall deliver to Company certificates of insurance reflecting all of the Insurance Policies. Should Contractor receive a cancellation or termination notice from its insurer, Contractor or its insurers shall notify Company within 30 days of such notice. The obligation to carry the insurance required by this PO shall not limit or modify in any way any other obligations assumed by Contractor under the PO. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Acceptance of any insurance certificate by Company shall not constitute acceptance or agreement by Company of the adequacy of Contractor's coverage or Contractor's compliance with the requirements of the PO, nor shall it constitute an amendment to the PO.

12. OWNERSHIP AND RISK OF LOSS

- 12.1 Contractor warrants full and unrestricted title to Company for Goods supplied and all other results of Work, free and clear of any and all Liens.
- 12.2 Title to the Work or Goods shall pass to Company free and clear of all Liens at the earliest of: (a) when the Goods have been delivered to the Delivery Location; (b) payment for the Work, subject to Company's holdback rights under Article 6 hereof; and (c) termination or cancellation of the PO.
- 12.3 Contractor shall assume and retain sole care, custody and control of and all risk of loss for all Work and results of Work, including any Goods, from the commencement date of the PO until transfer of care, custody and control of the Goods as set out in the PO or the completion of Work and shall exercise due care with respect to such Work, including Goods, until risk of loss passes to Company. Contractor shall resume all such risk of loss during the performance of any Remedial Work pursuant to Article 9.

13. FORCE MAJEURE

- 13.1 "**Force Majeure**" means the effective occurrence of any exceptional act or event which is insurmountable, is outside the reasonable control of the Party affected, and which could not have been avoided by the exercise of reasonable diligence and at reasonable cost, thereby rendering such Party unable to comply totally or partially with its obligations under the Contract Documents, and including, if the foregoing criteria are satisfied, Acts of God, acts of any Governmental Authority, hostilities or acts of war, acts of terrorism, and riots (excluding acts by, between or originating among Contractor or its subcontractors). Notwithstanding the foregoing, Force Majeure shall not include: (a) late delivery of Contractor's equipment or materials; (b) a labour dispute; (c) a shortage of labour, materials or equipment; (d) delays resulting from breakdown of Contractor's equipment or materials; (e) a lack of funds; (f) inclement weather and other climatic, weather, soil and subsurface conditions reasonably expected to occur within the geographical area where the Work or the Jobsite is located; (g) any event or circumstance that makes performance by a Party merely uneconomic or commercially impracticable; (h) any event or occurrence caused or contributed to by the negligence or fault of the affected Party; and (i) any act or omission or default on the part of a subcontractor.
- 13.2 If a Party is prevented, hindered or delayed in the performance of its obligations under the PO by an event of Force Majeure, that Party shall notify the other Party in writing within 5 business days of the commencement of the Force Majeure event, providing reasonable details of such event and the affected Party's estimate of the anticipated effect which the Force Majeure event may have on the Work Schedule of performance of the Work. The affected Party shall promptly notify the other Party as soon as such Force Majeure event no longer prevents it from complying with its obligation and shall thereafter promptly resume performance of the affected Work.
- 13.3 The affected Party shall be excused from the performance of its obligations under the PO for as long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. However, the affected Party shall use all reasonable efforts to mitigate the effect of the Force Majeure event upon its performance of the PO and to fulfill its obligations under the PO notwithstanding the event of Force Majeure. Company shall grant Contractor an extension to the Work Schedule (by way of a Change Order) if Company reasonably considers the event of Force Majeure to cause a delay to the Work Schedule. An event of Force Majeure shall not entitle Contractor to any increase in the Price, and each Party shall bear its own costs arising out of Force Majeure.

14. INTELLECTUAL PROPERTY

- 14.1 All Intellectual Property prepared for or delivered to Company under the PO or that arises as a result of the Work shall be owned solely by Company, and Contractor hereby waives any and all legal and moral Intellectual Property rights in such Intellectual Property. Company shall be free to use, implement, reproduce, modify, adapt, advance, improve and otherwise exploit the deliverables and the results of the Work for any purpose whatsoever in its global operations without interference from Contractor.
- 14.2 Contractor represents and warrants that the Work and all parts of it do not infringe any Intellectual Property rights. Contractor shall defend, indemnify and hold harmless the Company Indemnitees from and against all Losses arising out of or in connection with any claim or action by any person that is based on any claim that the Work, or the use of it, infringes the Intellectual Property rights of such person. Company shall have the right, at its sole option, to participate in the defence of any third-party claims for Losses without relieving Contractor of its obligations herein in respect of the defence of any such claims and the bearing of such costs.

15. CONFIDENTIALITY

- 15.1 In the Contract Documents, "**Confidential Information**" means these Terms and Conditions, the PO and all supporting documentation, including, without limitation, Technical Documents or other data or information included or referenced in the PO or otherwise provided by Company or obtained, discovered or developed by Contractor to facilitate its performance of the Work, all of which shall be deemed to be confidential and the sole and exclusive property of Company. Contractor shall: (a) not use Confidential Information for any purpose whatsoever

except for the performance of the Work; and (b) maintain all Confidential Information in strict confidence and shall not disclose Confidential Information to any person, entity or Governmental Authority except as set out in this Article 15 or otherwise required by Applicable Law. If any such Confidential Information is required to be released pursuant to Applicable Law, Contractor may release such information provided it gives reasonable prior notice to Company. Contractor shall use reasonable efforts to limit any such disclosure.

- 15.2 Contractor may disclose Confidential Information to Contractor's employees, subcontractors and consultants participating in the performance of the Work, who have a need to know such Confidential Information to perform the Work and who have been informed of and agree to observe the terms of the PO relating to Confidential Information. Contractor shall be responsible for any breach of this Article 15 by any of its employees, subcontractors or consultants. Disclosure of Confidential Information to Contractor shall not entitle Contractor to use such information in a manner that would infringe on Company's Intellectual Property rights without the express prior written consent of Company.
- 15.3 Upon Company's request, Contractor shall return all such Confidential Information (except for its copy of the PO) to Company. The confidentiality provisions contained in the PO will survive for 5 years following the earlier of: (a) satisfactory completion of the Work; or (b) termination of the PO.
- 15.4 Company has entered into agreements with one or more technology licensors (collectively, the "**Licensor**"), the Licensor may require all contractors working with or accessing its technology and intellectual property to assume certain confidentiality and non-disclosure obligations. Contractor shall, and shall ensure that its subcontractors shall, enter into any necessary non-disclosure agreements either with Company or directly with the Licensor as required by, and on terms satisfactory to, the Licensor and shall comply with any other directions of Licensor with respect to the handling, installation or use of any licensed technology.
- 15.5 Without limitation and in addition to any other rights or remedies Company may have under the Contract Documents or at law, Contractor shall be liable to the Company Indemnitees for, and in addition shall indemnify the Company Indemnitees from and against, any and all Losses which the Company Indemnitees suffer, sustain, pay or incur arising out of or resulting from a breach of this Article 15 by Contractor. In addition, Contractor acknowledges and agrees that actual or threatened disclosure or use of Confidential Information that does not fully comply with the terms of the PO will cause irreparable harm to Company for which an award of damages alone will not be adequate compensation. Accordingly, Contractor agrees that Company shall be entitled to seek injunctive relief to prevent actual or threatened breaches of this Article 15, and to specifically enforce the terms hereof, in addition to any other remedy to which Company may be entitled, at law or in equity.

16. CYBERSECURITY

- 16.1 Contractor shall implement and maintain reasonable and appropriate technical and organizational cybersecurity measures designed to protect Contractor's and its clients' systems, networks, data and any Confidential Information from unauthorized access, use, disclosure, alteration or destruction. Such measures shall be no less rigorous than those employed by reputable companies operating in the same or similar industry as Contractor.
- 16.2 Contractor shall comply with Company's cybersecurity Policies as communicated to Contractor from time to time, and shall ensure that its subcontractors do the same to the extent they access any Company systems or Confidential Information.
- 16.3 Contractor shall notify Company in writing within 72 hours of becoming aware of any actual or reasonably suspected cybersecurity incident that affects, or could reasonably be expected to affect, Company's systems, data or Confidential Information, including any unauthorized access, ransomware event, data breach or loss of data. Such notice shall include reasonable details of the nature and scope of the incident and Contractor's remediation steps. Contractor shall cooperate fully with Company in the investigation and remediation of any such incident and shall bear all reasonable costs associated therewith, including any costs arising from Contractor's failure to maintain adequate cybersecurity measures.

17. HEALTH, SAFETY, SECURITY AND THE ENVIRONMENT

- 17.1 Contractor acknowledges it has been provided with the opportunity to review Company's health, safety (including process safety), security and environmental Policies and procedures applicable to the Work and Contractor shall strictly comply with, and shall cause its employees and subcontractors to comply with, such Policies and procedures when present or conducting Services at the Jobsite or in conjunction with the Work. Contractor shall: (a) be responsible for complying with Company's Policies and procedures that apply to the Jobsite, as amended from time to time, while on the Jobsite; and (b) oversee and manage the compliance of its subcontractors with such Policies and procedures.
- 17.2 Company shall have the right to stop or suspend any Work on its site which is thought to be unsafe or not in conformity with its Policies or procedures or Applicable Law, and in such case, Contractor shall not be entitled to: (a) reimbursement for any Losses; or (b) any extension for the completion or performance of the Work, resulting from such stoppage or suspension.
- 17.3 Contractor shall provide Company with prior written notice of any hazardous materials that are proposed to be used in connection with such Work or that are associated with any Goods to be furnished under a PO. Usage of such materials and/or furnishing of such Goods shall be subject to Company's consent, and any bill of lading for such Goods shall certify that they are properly classified, described, packaged, marked and labelled and are in proper condition for transportation in accordance with Applicable Laws. Contractor shall not discharge or release hazardous material into the environment in the course of performing the Work. Contractor shall be solely responsible and liable for any discharge or release of hazardous material, including, without limitation, any cleanup, removal, remediation, damage, fines, penalties and other expenses related to or resulting therefrom.

18. TAXES

- 18.1 Except as specifically provided for in the PO, the Price set forth in the PO is inclusive of all Taxes other than GST or any other sales tax that Contractor is obligated to collect from Company pursuant to Applicable Law. Except as specifically provided herein or in the PO, Contractor shall be solely liable for and shall pay when due any and all Taxes assessed or made payable by Applicable Laws in connection with the Work.
- 18.2 Contractor shall comply with all Applicable Laws and regulations relating to the collection and remittance of any Taxes and Contractor shall defend, indemnify, and hold harmless the Company Indemnitees from and against all claims, costs, penalties, interest and other Losses which may be assessed against Company in respect to Contractor's obligations specified in this Article 18.

18.3 Except to the extent expressly set out in the PO, If Contractor is or becomes a "non-resident" for the purpose of the *Income Tax Act* (Canada), Contractor: (a) shall separately invoice Company for all Work done in Canada and any other country; and (b) agrees and acknowledges that Company shall be entitled to withhold any amounts which Applicable Law requires Company to withhold and remit the same on behalf of Contractor to the appropriate Governmental Authorities.

19. ETHICS AND ANTI-CORRUPTION

19.1 Contractor shall comply, and shall ensure that all subcontractors comply, with Company's Code of Business Conduct and Ethics, available at <https://interpipeline.com/what-we-do/for-vendors/>, as amended from time to time ("**Code of Ethics**"). If there is any conflict between the provisions of the PO and the provisions of the Code of Ethics, the provisions of the Code of Ethics shall prevail.

19.2 Contractor shall comply with all Anti-Corruption Laws, Export Control Laws and all Sanctions, and all Forced Labour and Human Trafficking Laws in performing their contractual obligations. Contractor shall promptly notify Company of any suspected or actual breach of Anti-Corruption Laws, Export Control Laws, Sanctions and Forced Labour and Human Trafficking Laws by Contractor or its subcontractors. Upon any such notification, Company shall be entitled to immediately terminate any PO without any notice, burden or penalty, and Contractor shall be responsible for any Losses of Company, including those arising pursuant to Applicable Laws.

20. DEFAULT AND TERMINATION

20.1 Company may terminate the PO immediately for cause by giving written notice to Contractor upon the occurrence of any of the following: (a) a default or breach of any provision of the PO, if Contractor fails to remedy such default or breach within 5 days of receiving notice from Company; (b) Contractor becomes insolvent, enters into bankruptcy, a receiver is appointed over it or its business, winds up or dissolves, makes an assignment for the benefit of creditors, or becomes incapable, due to its financial position or otherwise, to perform in a timely manner its obligations under the PO; or (c) Contractor is responsible for any theft or misappropriation of the property of Company. Upon termination pursuant to this Section 20.1, Company shall be entitled to immediately suspend all payments to Contractor from the date of termination until the date that the terminated Work has been fully completed by Company or a replacement contractor. Upon completion of the terminated Work, Company shall pay Contractor for all Work satisfactorily completed prior to the date of termination, less any Losses sustained or incurred by Company in respect of the PO, the termination or the completion of the Work, including without limitation any costs of inspection, repackaging and return shipment or transportation of any Goods that are returned by Company to Contractor pursuant to such termination. If Company's Losses exceed the amount owing to Contractor for the Work, Contractor shall promptly pay such excess amount to Company.

20.2 In addition, Company may, at its sole discretion, terminate the PO, in whole or in part, for convenience at any time and without cause, by giving Contractor written notice of such termination and the effective date of termination. Upon termination pursuant to this Section 20.2, Company shall pay to Contractor the cancellation fees set out in the PO or any Contract Documents, or if no such fees are applicable, then Company shall pay to Contractor the sum of the following: (a) all amounts due and owing and not previously paid to Contractor for that part of the Work satisfactorily completed prior to receipt of notice of termination; (b) any third party termination charges that were pre-approved in writing by Company; and (c) any reasonable direct costs that, in the opinion of Company, unavoidably result from the termination of the Work (as applicable, the "**Cancellation Payment**"). The Cancellation Payment shall not exceed the Price. Company shall have no liability whatsoever relating to the cancellation of the PO beyond the Cancellation Payment.

20.3 Upon any termination pursuant to Section 20.1 or 20.2, Contractor shall: (a) immediately stop performance of the PO to the extent set forth in such notice; (b) cancel all other POs and subcontracts pertaining to the PO to the extent set forth in such notice; (c) preserve and protect any materials on hand purchased for or committed to the PO; (d) comply with Company's directions regarding the Work; and (e) promptly use commercially reasonable efforts to minimize the amount of third party termination charges associated with any such cancellation.

20.4 Company shall not be liable for any damages or any loss of anticipated profits, revenue or overhead as a result of the termination of the Work or any PO by Company, and Contractor hereby waives and releases Company from any such Losses.

21. SUSPENSION

21.1 Company may at any time immediately suspend all or any part of the Work with or without cause by giving Contractor written notice specifying the part of the Work to be suspended and the effective date of the suspension. Upon receipt of a notice of suspension, Contractor shall suspend its activities accordingly and obtain suspension terms satisfactory to Company with respect to all subcontracts related to the suspended Work but shall continue to perform all unsuspending parts of the Work.

21.2 Company may at any time authorize resumption of any part of the suspended Work by giving Contractor notice specifying the part of the Work to be resumed and the effective date of such resumption. Contractor shall resume such Work on the date and to the extent specified in the notice. In the event of suspension for convenience, upon resumption of the Work, the Work Schedule shall be extended by a period of time equal to the length of the suspension, which extension shall be formalized by way of Change Order.

21.3 In the event of any suspension for convenience, Company shall pay Contractor the following in full satisfaction of all Losses that Contractor may have in relation to, or arising from, the suspension: (a) all compensation owed in accordance with the PO for all Work satisfactorily completed up to the date of the suspension; (b) any subcontractor cancellation or demobilization charges incurred by Contractor due to the suspension that were pre-approved in writing by Company; and (c) any incremental costs incurred by Contractor as a result of any delivery of Goods ordered and/or in transit. Notwithstanding the foregoing, Contractor shall not be entitled to any compensation whatsoever for any Losses relating to a suspension that arises or results from any breach or default of Contractor under the PO.

22. GENERAL PROVISIONS

22.1 Any notice to be given under the PO shall be in writing and delivered to the contacts set out in the PO, either by hand-delivery or email. Either Party may change its address for receipt of notices by providing the other Party with 10 days' prior written notice of such a change.

22.2 The rights and obligations of Contractor shall not be assigned, subcontracted or otherwise transferred to any third party without the prior written consent of Company, which may be withheld in its sole discretion. The PO shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns.

- 22.3 Contractor shall not be relieved from any obligation under the Contract Documents by entering into a subcontract and shall be fully responsible for any part of the Work performed by subcontractors and for the acts, omissions, default and neglect of all subcontractors and their personnel as if they were the acts, omissions, default and neglect of Contractor. No subcontract shall bind or purport to bind Company in any way.
- 22.4 Company strongly supports the use of workers and businesses in the vicinity of the Jobsite ("**Local Content**"), including businesses that (i) have at least 51% ownership held by Indigenous people, which includes First Nations (registered and non-registered), Métis and Inuit peoples ("**Indigenous**"); (ii) are 100% owned by an Indigenous community; or (iii) are a joint venture or partnership where at least one of the partners or venturers is an Indigenous community and where the partnered Indigenous community validates and confirms that it receives benefit from the arrangement ("**Indigenous Business**"). Contractor shall wherever practicable consider maximizing the utilization of Local Content and Indigenous Businesses for the performance of the Work. This involves considering, where Local Content or Indigenous Businesses are competitive in terms of quality, cost and delivery/performance time): (a) maximizing subcontracts assigned to Local Content and/or Indigenous Businesses; (b) maximizing the amount of Contractor materials and Contractor supplies sourced from Local Content and/or Indigenous Businesses; (c) maximizing the use of Local Content and/or Indigenous Business services and facilities of all description; and (d) offering employment opportunities to individuals from local Indigenous communities.
- 22.5 Nothing herein shall be construed to constitute Contractor, or its subcontractors or sub-suppliers, as an employee, agent, representative, partner or joint venturer of Company. At all times, Contractor shall be deemed to be an independent contractor. Contractor shall indemnify and save harmless the Company Indemnitees from any and all Losses arising out of or resulting from any contrary finding or determination by any court or Governmental Authority.
- 22.6 Company retains the right, at its sole discretion, to perform any additional work itself or through another contractor or supplier of services or goods.
- 22.7 Contractor shall not use information relating to the project or Company's name in advertising, promotional materials, industry presentation or publicity releases relating to the Work, unless authorized in writing by Company.
- 22.8 The PO shall constitute the sole and entire agreement between Contractor and Company with respect to the Work. The PO shall not be altered, amended or supplemented except in writing by the Parties.
- 22.9 If the Goods were ordered or delivered by Contractor under a verbal agreement prior to execution of a PO, the PO and these Terms and Conditions shall apply thereto in the same manner as if executed before such Goods were verbally ordered and shall supersede and prevail over any such verbal agreement.
- 22.10 Any reference to Contractor's documents (quotation, bid or proposal) does not imply acceptance of any terms or conditions contained in such document, and all such terms and conditions are expressly rejected by Company unless otherwise expressly agreed to in a PO. Any Contractor's terms and conditions stated in any communication shall not apply to the PO and shall not be applicable in the interpretation of the PO. Contractor agrees that the PO does not confer any rights upon it an exclusive right to perform the Work, or to be Company's sole supplier or vendor of goods or services.
- 22.11 To the extent that any portion of the PO is found to be wholly or partially unenforceable, such portion shall be severed from the PO and shall not affect the enforceability of the balance of the PO. No delay or omission by Company exercising any right or remedy shall constitute a waiver of such right or remedy or prejudice the right of Company to enforce such right or remedy at any subsequent time.
- 22.12 The PO shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Court of King's Bench of the Province of Alberta shall have exclusive jurisdiction to determine all matters in dispute hereunder and the Parties hereby submit to the exclusive jurisdiction of such courts in the judicial district of Calgary. For clarity, The United Nations Convention on Contracts for the International Sale of Goods does not apply to the PO. Should any claim or unresolved dispute arise between Company and Contractor during the performance by either Party of their obligations under the PO, the Parties shall, subject to Company's other rights and remedies under the PO, continue to perform all of their respective obligations in accordance with the PO.
- 22.13 Unless otherwise expressly stated elsewhere in the Contract Documents, each Party's rights and remedies under the Contract Documents are cumulative and are in addition to and not in substitution for any other rights or remedies available at law or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 22.14 The obligations of Contractor herein which by their nature are intended to survive the satisfactory completion of the Work or termination of the PO, shall survive notwithstanding the expiration or termination of the PO.