

CATAPULT ENVIRONMENTAL INC.

TERMS & CONDITIONS FOR THE PURCHASE OF GOODS AND RELATED SERVICES

1. Application of Conditions

These Conditions are the only conditions upon which Catapult is prepared to deal with Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions. Each Purchase Order shall be deemed to be an offer by Catapult to purchase goods and related services subject to these Conditions and no Purchase Order shall be accepted until Supplier accepts the offer either expressly by giving notice of acceptance or impliedly by fulfilling the Purchase Order, in whole or in part. If any provision of these Conditions is inconsistent with a provision of the Purchase Order, the Purchase Order shall prevail.

2. Definitions

- a) **"Affiliate"** means in reference to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the first Person; a Person shall control another Person if such Person has the power to direct the management and policies of the other Person, whether directly or indirectly;
- b) **"Catapult"** means the party identified in the Purchase Order, which is Catapult Environmental Inc.;
- c) **"Catapult's Group"** means Catapult and co-venturers, members, and its and their directors, officers, employees, and agents;
- d) **"Catapult Policies"** means the current version of all of Catapult's standards, procedures, policies and guidelines, relating to the supply of the goods, as updated from time to time or as may be provided by Catapult from time to time or upon request by Contractor;
- e) **"Claim"** or **"Claims"** means, as the case may be, any one or more of: loss, damage, cost, expense, disbursement, penalty, fine, claim, demand, action, proceeding, lien (whether builders', mechanic's, construction or other type of lien), legal hypothec, suit, liability, judgment, award, decree, determination, adjudication, unpaid tax of any kind (including withholding tax), cost of investigation and any type of fee (including legal fees, on a solicitor-and-own-client basis), together with any interest in relation thereto at the applicable rate;
- f) **"Conditions"** means Catapult's Terms and Conditions for the Purchase of Goods and Related Services;
- g) **"Contract"** means the Purchase Order and Supplier's acceptance of the Purchase Order;
- h) **"Event of Force Majeure"** means any of the following events:
 - a. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
 - b. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
 - d. earthquake, flood, fire, named cyclone/hurricane/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions expected at the Site;
 - e. strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its contractors and which affect a substantial or essential portion of the provision of the Services;
 - f. maritime or aviation disasters;
 - g. changes to the Law; and
 - h. financial difficulties shall be excluded as an event beyond the control of a party;
- i) **"goods"** means any supplies, goods, materials, equipment, and components to be purchased by Catapult from Supplier (including any part or parts thereof) under the Contract as described in the Purchase Order;
- j) **"Law"** or **"Laws"** means collectively all valid applicable common law, federal, provincial, state and municipal and other local laws, orders, rules, regulations and decisions of regulatory bodies, including, occupational health and safety, fire, employment insurance, workers' compensation, Hazardous Substance, transportation of dangerous goods and handling, environmental

protection legislation, building codes, anti-bribery law or international convention, as may apply now or in the future, and any other governmental requirements, work practices and procedures prescribed by law and related to the Contractor, the Site or the Services;

- k) **“Person”** means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association;
- l) **“Purchase Order”** means the written instructions issued by Catapult’s to supply goods and related services (including a purchase order or blanket order) and which incorporates these Conditions;
- m) **“services”** means any services to be purchased by Catapult from Supplier (including any part or parts thereof) under the Contract as described in the Purchase Order; and
- n) **“Supplier”** means the person, firm or company who accepts Catapult’s Purchase Order and includes its employees, agents and subcontractors.

3. Precedence

The Conditions shall govern if inconsistent with the terms and conditions on the face of the Purchase Order.

4. Performance

Supplier shall supply the goods to Catapult, and perform the services for Catapult, as described in the Purchase Order.

5. Delivery of Goods

Supplier shall deliver the goods and related documentation in the manner as specified in the Purchase Order or as otherwise instructed by Catapult to Catapult’s place of business or to such other place of delivery stated in the Purchase Order. The date for delivery shall be specified in the Purchase Order; if no date is specified, delivery shall take place within **thirty (30)** days of the Purchase Order. If goods are delivered in installments, failure by Supplier to deliver any one installment shall entitle Catapult to treat the whole Contract as repudiated.

6. Title to Goods and Risk of Loss

Title in and to the goods shall pass to Catapult when Catapult, or a designated nominee of Catapult, pays for the goods, or after the goods have been installed takes physical possession, whichever comes the earliest. Transfer of title will be without prejudice of Catapult's right to refuse or reject the goods in case of non-conformity or defect, as specified in Section 33b). Risk of loss of or damage to the goods resides with Supplier until Catapult takes physical possession of

the goods, or after the goods have been installed by Supplier, whichever comes later. However, any such transfer of risk will be without prejudice of Catapult's right to refuse or reject the goods in case of non-conformity or defect. If Catapult rejects the goods as non-conforming or defective, or where Supplier retakes possession of the goods in accordance with the remedy provisions herein, risk of loss of, or damage to, those goods shall revert to Supplier on repossession or seven (7) days after issue of a notice to retake possession, whichever is earlier

7. Hazardous Goods

Supplier shall notify Catapult in writing if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and health regulations. Supplier shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, storage, exposure and disposal in a form sufficiently clear for use by Catapult's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the goods. Where applicable, Supplier shall ensure that the goods are properly classified in accordance with the Workplace Hazardous Materials Information System legislation and shall provide health and safety data for such goods.

8. General caution

Hazardous, toxic or other substances which may cause harm to the environment or may endanger human health and safety may be present in the goods provided by Supplier or in the equipment, tanks or worksite where the services are to be performed. Supplier shall determine the nature and scope of the risks associated with such dangers and shall ensure compliance with all applicable Laws, orders, rules, regulations, standards and guidelines.

9. Provision of Services

Supplier shall perform all services efficiently, diligently and carefully in a good and workmanlike manner and in strict conformance with the Purchase Order and any specification, drawing or other description supplied or advised by Catapult to Supplier, and shall furnish all skills, labour, supervision, equipment, materials and supplies required for such services.

10. Data Developed in Connection with the Services

All drawings, specifications, documents and data developed, prepared or compiled by Supplier relating to any of the services, including the information contained therein and all rights relating thereto, shall be Catapult’s exclusive property for use by Catapult without limitation.

11. Supplier's Equipment

Supplier shall ensure that all equipment supplied or used in connection with the performance of its obligations under the Contract is at all times inspected, calibrated and maintained in accordance with manufacturers' guidelines, applicable government regulations, industry recommended practices and, where applicable, good oilfield practices.

12. Permits

Supplier shall obtain and maintain all permits and licenses required to authorize it to supply the goods. Supplier and its personnel shall comply with all applicable Laws, including Catapult's Safety Manual. Supplier shall obtain, at its own cost, the required permits and shall provide Catapult all information reasonably requested by Catapult in relation thereto. Supplier must, to the maximum extent permitted by Law, defend, hold harmless and indemnify Catapult's Group from and against any Claims filed or any costs or expenses incurred or suffered as a result of non-compliance with the Law or failure to obtain permits by Supplier or its personnel.

13. Changes to Goods or Services

Supplier shall not, without Catapult's prior written authorization, alter, substitute or add to the goods or services specified in the Purchase Order. Supplier is not entitled to payment for unauthorized goods supplied or services performed. Catapult, by the issuance of a written change order may alter, substitute or add to the goods and services at any time. Upon acceptance (as contemplated in Section 1) each change order will amend the Purchase Order and take precedence over the original Purchase Order in the event of an inconsistency.

14. Quality Assurance and Inspection

14.1 *Goods.* Supplier warrants to Catapult that the goods shall: (a) be without fault, defect or deficiency; (b) be of best design, materials and workmanship; (c) be new, unless specified in the Purchase Order; (d) be fit for use for their ordinary intended purpose as well as any special purpose specified in the Purchase Order; (e) not constitute an infringement or contributory infringement of any patent or any copyright or trademark, or violation of any trade secret when sold or used for their ordinary intended purpose or any special purpose specified in the Purchase Order; and (f) be in strict conformance with the Purchase Order and any specification, drawing or other description supplied or advised by Catapult to Supplier.

14.2 *Services.* Supplier warrants to Catapult that any services provided shall be free from defects and deficiencies in workmanship and materials.

Supplier's personnel who will perform the services possess the necessary skills, qualifications, training and experience, and Supplier has the personnel, financing, equipment, systems and materials to complete the services in accordance with the terms and conditions of this Contract, including timely completion of the services in accordance with the standards required by this Contract. Supplier's warranty for services shall apply throughout the term of the Contract and for a period ending the later of (a) twelve (12) months after completion of the services; and (b) the end of Supplier's standard warranty period. If any services are re-performed within warranty, this Section shall apply to such re-performed services.

14.3 *Goods and Services.* The goods and services shall at all times be subject to Catapult's inspection. Any inspection by Catapult of goods or services shall not relieve Supplier of any obligations of liability under the Contract; in addition, it shall not be deemed to be a waiver of any rights under any warranties provided by Supplier or of any right to subsequently reject defective services on the part of the Catapult.

15. Purchase Price

The purchase price of the goods and related services shall be as stated in the Purchase Order. The price shall exclude all taxes, duties and assessments of any kind, but shall include all charges and expenses in connection with the packing of the goods, materials, supplies or equipment, and their carriage to the place of delivery. No variation in the price or extra charges shall be accepted by Catapult.

16. Payment Terms

Catapult shall pay the purchase price within forty-five (45) days of the date of the invoice for the goods delivered or services completed. Supplier's invoices shall conform to Catapult's invoicing requirements as conveyed to Supplier from time to time and shall contain the information prescribed by the Input Tax Credit Information Regulations under the Excise Tax Act (Canada) or any other information prescribed for a similar value added tax.

17. Taxes

17.1 Supplier is exclusively liable for, and shall pay before delinquency, all taxes, duties and assessments imposed or levied in respect of goods or services (other than GST, sales tax or value added tax payable by Catapult as the purchaser of the goods or services) and Supplier shall be liable for and indemnify and hold harmless Catapult's Group from and against all Claims that may be asserted or brought against, or suffered or incurred by, Catapult's Group owing to Supplier's failure to do so.

17.2 If required by applicable Laws, Catapult may withhold amounts from payments due to Supplier at the withholding rate specified by such applicable Laws. Supplier shall facilitate the withholding and payment of any withholding tax as requested by Catapult. Without limiting the generality of the foregoing, if Supplier is non-resident in Canada, Catapult is required by Law to collect and remit to the Canada Revenue Agency a withholding tax in respect of services rendered in Canada by Supplier to Catapult, unless such requirement is waived directly by the Canada Revenue Agency. If the Canada Revenue Agency provides such a waiver to Supplier, Supplier shall forward a copy of the same to Catapult for its records. Supplier shall facilitate the withholding and payment of any withholding tax as requested by Catapult.

18. Payment Set-Off

Catapult may withhold any sum due to Supplier under the Contract and apply such sum against Supplier's obligations to third parties connected with the Purchase Order or as a set-off against Supplier's indebtedness to Catapult either under this Contract or under any other contract.

19. Liens

All goods supplied shall be free and clear of liens and other encumbrances. Supplier shall promptly pay all debts incurred by Supplier for labour, services, equipment, materials and supplies used in the supply of goods. Supplier shall not be entitled to receive payment from Catapult, until Supplier furnishes evidence satisfactory to Catapult of full payment of such indebtedness.

20. Insurance

During the performance of the Contract, unless otherwise agreed to in writing by Catapult, Supplier shall maintain and cause any subcontractor to maintain at least the following insurance coverage:

- a) Workers' Compensation coverage as required by applicable Law;
- b) "Employer's Liability Insurance" covering each worker to the extent of two million dollars (\$2,000,000) where such worker is not covered by Workers' Compensation or where Workers' Compensation is not an exclusive remedy;
- c) "Commercial General Liability Insurance" written on an "occurrence" basis including coverage for all non-owned vehicles, products, completed operations liability, manufacturers and contractors liability, cross liability and pollution liability, and to the extent that any watercraft are used in performing the services, non-owned watercraft, with a combined single limit of no less than two million dollars (\$2,000,000.00) for each

occurrence involving bodily injury, death or property damage, and Catapult shall be named as an additional insured under this policy; and

- d) "Automobile Public Liability and Property Damage Insurance" covering all vehicles owned, leased, operated or licensed by Supplier with a combined single limit of no less than two million dollars (\$2,000,000.00) for each occurrence involving bodily injury, death or property damage;

Supplier shall ensure that the insurance policies pursuant to sub-sections (b) and (c) of this provision include a waiver of the insurer's right to subrogate against Catapult, and that the insurance policies pursuant to sub-sections (b), (c) and (d) include a provision requiring the insurer to give Catapult not less than thirty (30) days' prior written notice of cancellation or material change. At Catapult's request, Supplier shall provide certificates of insurance evidencing that such policies are in effect. Neither the requirement of Supplier to carry and maintain insurance nor Catapult's acceptance of evidence of insurance will in any manner limit or qualify the liabilities and obligations assumed by Supplier under the Contract. Supplier shall be solely liable to pay any deductible associated with any claim by Supplier or Catapult under the foregoing insurance policies. Supplier, at Catapult's cost, shall obtain such other insurance coverage with insurance carriers satisfactory to Catapult as Catapult may require.

21. Indemnity

21.1 Supplier shall be liable for; and as a separate and independent covenant, shall indemnify and save Catapult's Group harmless from and against, any and all Claims that may be brought against Catapult's Group, or that Catapult's Group may suffer, sustain, pay or incur, arising out of or connected with the performance or negligent performance or non-performance by the Supplier of any of the obligations of Supplier under this Contract and resulting in: (i) personal or bodily injury to, sickness, disease or death of any member of Catapult's Group and (ii) damage to or loss of, or loss of use of, any real or personal property owned, leased, rented, or hired by any member of Catapult's Group, except to the extent caused by the negligence or willful misconduct of any member of Catapult's Group.

21.2 Subject to and without limiting Supplier's warranty obligations set forth in Article 14, Catapult shall be liable for; and as a separate and independent covenant, shall indemnify and save Supplier harmless from and against, any and all Claims that may be brought against the Supplier, or any of them, or that the Supplier, or any of them, may suffer, sustain, pay or incur, arising out of or connected with the performance or negligent performance or non-

performance by Catapult of any of the obligations of Catapult under this Contract and resulting in: (i) personal or bodily injury to, sickness, disease or death of any member of the Supplier; and (ii) damage to or loss of, or loss of use of, any real or personal property owned, leased, rented, or hired by any member of the Supplier, except to the extent caused by the negligence or willful misconduct of any member of the Supplier.

21.3 Supplier shall be liable for and indemnify and hold harmless Catapult's Group from and against all Claims of any third party (other than Supplier or Supplier's representatives) except if any such Claim arises out of the negligence of Catapult's Group while performing the Contract.

21.4 Except as provided otherwise in this Article 21, Catapult shall be liable for and shall indemnify and hold harmless Supplier from and against all Claims in respect of environmental pollution on or caused by tangible assets, including premises, used by or in the operation of Catapult other than such ones caused by the services. In turn, Supplier shall be responsible for and shall indemnify and hold harmless Catapult against all Claims in respect of environmental pollution on or caused by tangible assets, including premises, used by or in the operation of Supplier or Supplier's representatives, including, but not limited to, the goods prior to transfer of risk to Catapult, or the services. For the purpose of this Section, environmental pollution shall mean any deterioration of water, ground or air by harmful substances which causes a risk for human health, water, ground or air and has to be remedied according to Law, act of public authorities or contracts.

22. Consequential Damages

Neither party shall be liable to the other party for: (i) loss of actual or anticipated profit; (ii) losses caused by business interruption; (iii) loss of goodwill or reputation; (iv) any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

23. Catapult's Proprietary Marks

Supplier shall not use or display Catapult's name, trademarks, logos or any other of Catapult's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications).

24. Intellectual Property Infringement

Supplier shall be liable for and indemnify and hold harmless Catapult's Group from and against all Claims that may be asserted or brought against, or

suffered or incurred by, Catapult's Group attributable to any claim for alleged infringement of patent, copyright, trade mark or trade secret arising out of the purchase of the goods or their normal use or out of the performance of services, and Supplier at its sole expense shall defend such Claims, provided that Catapult may participate in the defense without relieving Supplier of its obligations under the Contract.

25. Confidentiality / Publicity

25.1 Any and all confidential information of Catapult or Supplier received by the other party to the Purchase Order shall be received in the strictest confidence.

Without limitation and in addition to any other rights or remedies Catapult may have, the Supplier acknowledges that it shall be liable to and shall indemnify and hold harmless Catapult's Group from all Claims brought against or suffered, sustained, paid or incurred by Catapult's Group arising out of or resulting from a breach of this Article 25.1 by the Supplier.

25.2 Supplier shall not make any announcement (or publish any photograph, article or press release) in connection with the Contract without the prior written approval of Catapult except as required by Law or by any legal or regulatory authority.

26. Catapult's Policies and Procedures

26.1 The Supplier shall and shall ensure that its subcontractors and their respective personnel, prior to providing the goods, read and understand the most current copies of Catapult's Policies including those available on Catapult's website at the expense of the Supplier. The Supplier shall and shall ensure that its subcontractors and their respective personnel comply with Catapult's Policies at the expense of the Supplier. In the case of any difference between the requirements of Catapult's Policies and the Law, the stricter or higher standard shall apply.

26.2 *Alcohol and Drugs.* Supplier represents and warrants that it has in place, and will continue to keep in effect and enforce during the term of this Contract, an alcohol and drug policy prohibiting and dealing with the use and/or abuse (including after effects) of alcohol and illegal drugs, and the misuse (and potentially disabling effects) of medications, by any of its employees or subcontractors in the performance of the services ("**Supplier's A&D policy**"). Supplier shall ensure that the services are performed in strict compliance with Supplier's A&D Policy and shall ensure that all employees and subcontractors of Supplier are informed of and comply therewith. Without limiting the generality of the foregoing, Supplier shall institute, and shall require its subcontractors to institute, post-incident and reasonable cause alcohol and drug testing for employees and subcontractors performing safety

sensitive services and shall properly address deteriorating performance by any of its employees or subcontractors involved in the performance of safety sensitive services, apparently related to the use, after effects, or abuse of alcohol and/or drugs.

26.3 *Safety Manual.* In addition to the requirements of any applicable Law concerning occupational health and safety, Supplier shall strictly comply with the Safety Manual and requirements provided to Supplier by Catapult from time to time. The Supplier shall ensure that its personnel, as well as the personnel of its subcontractors, observe and comply with the Safety Manual. Supplier shall perform the services without interfering with the operations of Catapult and of other contractors at the worksite, and shall take, and cause Supplier's and every subcontractor's employees and agents to take, all necessary precautions (including those required by Catapult's safety standards) to protect the worksite and all persons and property thereon from damage or injury. Supplier shall leave the worksite clear of its tools, equipment and waste. Supplier shall notify Catapult immediately of any accident in connection with the provision of the services and confirm such notice in writing within twenty-four (24) hours of its occurrence. Supplier shall investigate such accidents (or cooperate with Catapult in conducting investigations of accidents, or both) that arise out of Supplier's services under the Contract and provide copies to Catapult of accident reports Supplier produces in response to any such investigations.

26.4 *Safety Plan.* The Contractor shall at all times while performing the Services maintain an environment, health and safety plan that meets or exceeds Catapult's safety requirements.

26.5 *Right to Suspend.* Catapult, acting reasonably, shall have the right to suspend the provision of the goods and related services for as long as it is necessary to prevent or stop any unsafe work practice or any violation of any of the Safety Manual, Safety Plan or Supplier's A&D Policy, without compensating the Supplier for any loss or damages the Supplier may suffer. Catapult shall have no liability for suspending the Contract, or failing to suspend the Contract, pursuant to this Section. Any suspension pursuant to this Section shall not relieve the Supplier of any of its responsibilities pursuant to the Purchase Order, or otherwise

26.6 *Termination.* Without limiting other rights or remedies, if Supplier fails to strictly comply with this section, Catapult may, by notice with immediate effect, terminate this Contract. If this Contract is so terminated, Catapult shall only be obliged to pay Supplier for the services performed in accordance

with this Contract to the effective date of such notice of termination.

27. Security

Supplier shall abide by all security arrangements put in place at Catapult's places of business. At Catapult's request, Supplier shall permit and facilitate criminal background checks and driver record checks for individuals employed by or contracted to Supplier in accordance with Catapult policy. If Supplier is granted access to any part of Catapult's computer systems, Supplier undertakes to enter into confidentiality and user agreements in the form prescribed by Catapult. Supplier warrants that all software and document files provided by Supplier and used in the performance of the services are virus free.

28. Assignment and Subcontracts

28.1 Supplier shall not, without Catapult's prior written consent, assign the Contract. Catapult's consent to any assignment shall not relieve Supplier from its primary obligations for performance of the Contract.

28.2 Supplier shall not, without Catapult's prior written consent, subcontract all or any part of the services to be performed under the Contract. Catapult's consent to any subcontract shall not (a) constitute a waiver of any right of Catapult to reject goods or services; (b) create any contractual relationship between Catapult and any subcontractor; or (c) relieve Supplier of its responsibility for all acts or omissions of its subcontractors.

28.3 Catapult may assign the Contract, including any or all of its rights and obligations under the Contract, at any time without the prior consent of Supplier. As an alternative to assignment, Catapult may perform any or all of its obligations under the Contract through another party designated in writing by Catapult to Supplier.

29. Independent Contractor

Supplier is an independent contractor and, unless authorized by Catapult in writing, shall not hold itself out as Catapult's agent or representative.

30. Force Majeure

Each party is relieved of its obligations under the Contract to the extent and for the time that its performance is delayed or prevented by an Event of Force Majeure. Catapult may defer the date of delivery or terminate the Contract or reduce the quantity, nature or extent of the goods ordered if it is prevented from or delayed in the carrying on of that part of its business relating to the Purchase Order due to an Event of Force Majeure. A party whose performance of its obligations is delayed or prevented by an Event of Force Majeure shall immediately notify the other party of the nature, extent, effect and likely duration of Event.

31. Audit

Supplier shall keep at its usual place of business proper and detailed books, accounts, records and documentation complete in every material respect in respect of the goods and services. Catapult may, during normal business hours at Supplier's place of business, audit all books, accounts, records and documentation of Supplier for the purpose of verifying the proper performance by Supplier of its obligations under the Contract. Catapult's audit rights shall exist at all times during the Contract and for two (2) years after the last day of the calendar year in which goods are delivered or services are completed. Supplier shall facilitate any such audit as requested by Catapult.

32. Termination

Catapult may at any time terminate the Contract in whole or in part by giving Supplier written notice whereupon Catapult shall be relieved of all further obligations under the Contract except for the payment of the balance outstanding for the goods delivered to Catapult and services performed to the effective date of termination. In no event shall Catapult be liable for Supplier's loss of anticipated profits or any consequential losses or indirect damages. The termination of the Contract shall be without prejudice to the rights and remedies of Catapult accrued prior to termination.

33. Remedies

Without prejudice to any other right or remedy which Catapult may have, if any goods or services are not supplied in accordance with, or Supplier fails to comply with, any of the provisions of the Contract, Catapult may avail itself of any one or more of the following remedies at its discretion, whether or not any part of the goods or services have been accepted by Catapult:

- a) rescind the Purchase Order;
- b) reject the goods (in whole or in part, and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the goods so returned shall be paid forthwith by Supplier) or services;
- c) provide Supplier the opportunity at Supplier's expense either to remedy any deficiency or defect in the goods or services or to supply replacement goods or carry out any other necessary services to ensure that the terms of the Contract are fulfilled;
- d) refuse to accept any further deliveries of the goods or performance of the services without any liability to Supplier;
- e) take any action at Supplier's expense to make the goods or services comply with the Contract and

Supplier shall add, as applicable, GST or similar value added tax to any reimbursements made by Supplier to Catapult for any such action taken by Catapult; and

- f) claim such damages as may have been sustained in consequence of Supplier's breach of the Contract.

34. Laws

The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Catapult and Supplier each irrevocably submits to the exclusive jurisdiction of the courts of the Province of Alberta over any claim or matter arising under or in connection with the Contract.

35. Miscellaneous

- 35.1 Time is of the essence, other than in respect of time for payment.
- 35.2 Prices stated in the Purchase Order shall be in Canadian currency.
- 35.3 The terms "including" and "includes" mean "including without limitation".
- 35.4 Catapult's right to require strict performance shall not be affected by any previous waiver or course of dealing.
- 35.5 Notices shall be in writing and may be delivered personally or by facsimile, courier or registered mail.
- 35.6 The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
- 35.7 The rights and remedies provided by the Contract are cumulative and are not exclusive of any rights or remedies provided in Law, equity or otherwise and shall extend to Catapult, its successors and assigns.
- 35.8 The covenants, conditions and provisions contained in the Contract, including confidentiality obligations, audit rights, warranties and indemnities survive termination and expiry of the Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of the Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.
- 35.9 The Contract may be executed and delivered by the parties in counterparts (each of which shall be considered for all purposes an original) and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.