



General Conditions	Issued by: Olga Shokina, Procurement Contract Specialist Reviewed by : Jaspreet Chawla, Director Procurement & Business Systems Legal Approval: Miloslava H Kizek, Director, Legal Services
Issue & Revision Date: March 19, 2018 Version: 1.0	3-FI-0025-0 PROTRANS BC Purchase Order Terms and Conditions

**1. Definitions**

“**Agreement**” shall mean the Order requirements collectively including the General Conditions, the Specific Conditions, and the SCP, and any other documents, specifications and procedures attached or referred to this Agreement or to any Order.

“**Client**” shall mean PROTRANS BC OPERATION LTD’s (PROTRANS BC) Client for whom the Work is being provided.

“**Client Specific Conditions**” shall mean any additional specific conditions, documents, schedules, specifications and procedures relevant to a specific Client as stipulated in the SCP.

“**General Conditions**” shall mean the general terms and conditions contained herein or within the Order.

“**Goods**” shall mean the supplies, materials, commodities and other things required to be furnished or provided by the Supplier.

“**Order**” shall mean the work order or P.O. issued by PROTRANS BC in relation to the Work as specified therein.

“**P.O.**” shall mean the purchase order or the payment order.

“**SCP**” shall mean the Supplier Compliance Package in effect on the date of commencement of the Work.

“**PROTRANS BC**” shall mean PROTRANS BC OPERATION LTD.

“**PROTRANS BC Contacts**” shall mean PROTRANS BC’s day-to-day and senior operational contacts for the relevant Client facility.

“**Services**” shall mean any and all work, services, labour and Goods required to be performed, supplied, installed, purchased, licensed, repaired, modified, upgraded, erected, or otherwise provided by the Supplier.

“**Specific Conditions**” shall mean any additional specific conditions, documents, schedules, specifications and procedures attached to or referred to in a work order or P.O.

“**Supplier**” shall mean the persons, company or entity supplying the Work to PROTRANS BC under this Agreement.

“**Work**” shall collectively mean the supply of Goods and/or Services under this Agreement.

**2. Relationship of the Parties**

Supplier is an independent contractor and all persons employed or contracted by Supplier in connection with the Work shall not be deemed to be the employees, representatives or agents of PROTRANS BC or its Client in any respect. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties nor shall either party have the power or authority to bind or obligate the other party.

**3. Supplier Capability**

Supplier represents and warrants and is able to demonstrate that all persons it employs or retains to perform the Work are professional, competent, qualified and skilled in their trades and if required by applicable law, certified, licensed and insured. Supplier expressly agrees that PROTRANS BC has the right to rely upon the Supplier’s expertise, opinions and conclusions in performing the Work.

**4. Scope**

Supplier shall perform the Work in accordance with this Agreement to the highest applicable standards of workmanship and shall comply with all applicable laws, statutes, ordinances, rules, regulations and codes, whether federal, provincial or local, including required environmental protection and health and safety regulations. Supplier shall be fully responsible for the professional quality, technical accuracy, timeliness and completeness of the Work and at all times shall act diligently, prudently, ethically, and in the best interest of PROTRANS BC, its Client and the Client’s properties.

**5. Terms**

If the Supplier has previously executed an alternative written agreement (i.e. term contract, stipulated price contract, etc.) with PROTRANS BC with respect to the Work in the Order, then the terms and conditions of that alternative written agreement shall apply to the Work to the exclusion of this Agreement. If the Work to be performed is for a Client requiring Client Specific Conditions as stipulated in the SCP and no alternative written agreement has been executed, such Client Specific Conditions shall also apply. In the event of any inconsistency in terms, the following order of precedence shall apply: Specific Conditions, Client Specific Conditions, General Conditions.

**6. Acceptance**

Fulfillment of any part of an Order constitutes Supplier’s acceptance of this Agreement. PROTRANS BC hereby rejects any countered terms or acknowledgements proposed by Supplier that add to, vary from, or conflict with PROTRANS BC’s terms and conditions. Any such proposed terms, conditions or acknowledgements shall be deemed a counter-offer and shall not be binding upon PROTRANS BC unless acceptance is made in writing to the Supplier. Performance of Supplier in the absence of written acceptance of such offer or counter-offer by PROTRANS BC shall be deemed to be performance in accordance with the terms of the Agreement.

**7. Changes**

At any time, PROTRANS BC may make changes to the Work to be performed. In such an event the contract price and timetable shall be modified accordingly in writing. Supplier may not modify or substitute any of the Work until written authorization has been received from PROTRANS BC, at which time the changes become part of the Agreement.

**8. Assignment, Delegation and Subcontracting**

Supplier shall not assign, delegate, subcontract or otherwise transfer this Agreement or any part thereof without the express written consent of PROTRANS BC. If Supplier delegates or subcontracts any part of the Work to a third party, Supplier is not relieved of any obligations hereunder and shall remain fully responsible for the performance and compliance of the third party to PROTRANS BC’s requirements under the Agreement. PROTRANS BC may assign this Agreement by notice to Supplier.

**9. Set-Off and Holdback**

In the event that Supplier is in any way indebted to PROTRANS BC or the Client, either under the terms of this Agreement or for any other reason, PROTRANS BC shall have right of set-off to the extent of such debt. PROTRANS BC may withhold any payments owed to Supplier as required by law or court order. Any other holdback requirements shall be specified in the Specific Conditions.

**10. Invoicing and Payment**

Supplier agrees to submit detailed, itemized invoices that clearly outline labour and material cost breakdown, the work location, the correct P.O. number and any other information required in the Specific Conditions after the Work has been completed. Any applicable taxes that are to be collected by the Supplier shall be stated separately on the invoice. Invoices shall be submitted within thirty (30) days of completion of the Work and absolutely no later than one hundred and twenty (120) days after the date on which the Work was completed. The Supplier acknowledges and agrees that the submittal of the Supplier’s invoice within 120 days of completion of the applicable Work is a pre-condition to payment by PROTRANS BC for the Work detailed in each invoice. If the Supplier fails to submit a given invoice within 120 days of completion as required by this Section 10, PROTRANS BC shall not be under any obligation to pay the Supplier for the Work detailed in the late-submitted invoice, and the Supplier will be barred from making any further claim against PROTRANS BC or, for certainty its Client, for payment for the work detailed in the late-submitted invoice. Upon satisfactory completion of the Work, and conditional upon the Client first paying PROTRANS BC in respect of the Work, PROTRANS BC shall pay the amount due within thirty (30) days following receipt of a correctly presented invoice from Supplier. For clarity, in the event that Client fails or refuses for any reason to pay PROTRANS BC in respect of the Work or where Supplier has not invoiced PROTRANS BC within one hundred and twenty (120) days of the Work being performed, PROTRANS BC will not be required to make a



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corresponding payment to the Supplier, until it is received from the Client. Further, in the event that PROTRANS BC determines that Supplier's invoice is not correct, the Work was not satisfactorily rendered or if the invoiced amount is disputed, PROTRANS BC shall notify Supplier and may reject the invoice and withhold payment until the issue has been resolved. Payment shall not constitute PROTRANS BC's acceptance of the Work nor impair PROTRANS BC's right to inspect or audit the Work or exercise any of its remedies, including its right to recover back from Supplier any amount already paid for the Work.

**11. Dispatch of Work from the Customer Support Centre ("CSC") and Confirmation of Completion**

In the event that Supplier is dispatched from the CSC to provide Work, Supplier agrees to contact the CSC at the location indicated on the face of the Order for approval to proceed if Supplier determines that the Work to be performed is expected to exceed the dollar amount authorized at dispatch, or is different than what has been requested. Supplier agrees to contact the CSC to confirm completion of the Work and at this time will be provided with a P.O. valued at an amount no higher than the authorized amount. Supplier agrees to submit its detailed invoice indicating the labour and material breakdown for the actual amount being charged which shall in no event exceed the authorized amount and in accordance with the provisions of Article 10, Invoicing and Payment. Unless approval to proceed has been received from PROTRANS BC, any invoice that exceeds the amount authorized at dispatch will be rejected. An invoice that solely references the Order number will be rejected as not correctly prepared. Where Supplier has been dispatched from the CSC to provide Work, Supplier shall upon completion of the Work promptly contact the CSC to confirm completion and close out the Order. PROTRANS BC may, in its sole discretion, elect to withhold payment to the Supplier until such time as the Supplier has closed out the Order.

**12. Insurance, Licenses and Permits**

Supplier represents and warrants that it has and shall maintain, at its own cost, during the term of this Agreement all permits, insurances, licenses, certifications or authorizations ("Qualification Documents") required by law to perform the Services. Supplier shall provide a certificate of insurance evidencing proof of the following minimum insurance coverage before Services are commenced:

- a) **Commercial General Liability** insurance written on a broad form basis, including but not limited to coverage for products/completed operations and contractual liability with combined single limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- b) **Comprehensive Automobile Liability** insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- c) **Workers' Compensation** coverage as required by law for all of Supplier's employees entering onto PROTRANS BC's or Client's premises.
- d) **Other insurance coverage** required in the Specific Conditions or in the SCP, including any insurance required by municipal, provincial or federal law. PROTRANS BC and its Client must be named as additional insured on the insurance policies. The insurance certificate shall also specify that 30 day written notice must be provided to PROTRANS BC in the event of reduction, non-renewal or cancellation of the above mentioned insurance coverage. Supplier's obligations to maintain such minimum insurance coverage shall in no way limit the liability or obligations assumed by Supplier under this Agreement.

**13. Liability, Indemnity**

Supplier shall be liable for all damages/losses and claims sustained as a result of Supplier's employees, agents, subcontractors and vendor acts, omissions, violations, delays, performance, non-performance, negligence and defects and any and all statutory liability. To the fullest extent permitted by law, Supplier agrees to at all times indemnify, defend and hold harmless PROTRANS BC, its affiliates, its Client, and their respective directors, officers, agents and employees against all losses, damages, claims (including claims made by Supplier's personnel and subcontractors), fines, penalties, actions, awards and judgments as well as all expenses and costs (including judicial and extra-judicial costs) incurred by PROTRANS BC or the Client in connection therewith. In no circumstance shall PROTRANS BC or the Client be liable for indirect, consequential or punitive damages, including loss of profit or business shutdown.

**14. Notifications**

Supplier shall immediately notify PROTRANS BC of any actual or possible environmental, health, safety or security issues, including any issues that need to be reported to regulatory agencies, that are attributable to the Work delivered hereunder. Supplier shall immediately alert by phone and email the relevant PROTRANS BC Contacts of any regulatory deficiencies and/or code violations encountered in the course of performance of the Work, including those related to health, safety, security and environment or any other circumstance that may give rise to safety or security concerns. Supplier also agrees to provide PROTRANS BC with reasonable advance notice of potential labour disputes, material shortages, its insolvency or any other matters that may delay or interfere with its performance under this Agreement.

**15. Confidentiality and Conflict of Interest**

Any and all information concerning PROTRANS BC or the Client's business is strictly confidential and Supplier shall not disclose any such information to any other person, or use such information for any purpose other than performing its obligations to supply the Work under this Agreement. Supplier shall conduct its business and provide its Work in such a manner as not to create a situation of conflict of interest with PROTRANS BC or the Client.

**16. PROTRANS BC's Clients**

If the ultimate user of the Work is the Client, Supplier's warranties, guarantees, and obligations, including obligations to indemnify and hold harmless shall be in favour of both PROTRANS BC and Client and both PROTRANS BC and Client shall have the right to enforce them. In the event that PROTRANS BC is acting as agent for the Client, it shall be stipulated in the Agreement.

**17. Risk of Loss or Damage**

Risk of loss or damage to the Goods shall remain with Supplier until their delivery to PROTRANS BC's designated location, at which time risk of loss or damage shall pass to PROTRANS BC.

**18. Remedies**

PROTRANS BC and the Client shall have the right to inspect, anywhere and at any time, all Work covered by this Agreement. Notwithstanding any audit, inspection, test, approval, payment, delay or failure to discover any defect or other non-conformance, Supplier is not relieved of any obligations under this Agreement and will not limit, revoke or waive any right or remedy of PROTRANS BC with respect to Supplier's performance hereunder. PROTRANS BC shall not be deemed to have waived any matter under this Agreement unless it has given Supplier a written notice of such waiver. If, in PROTRANS BC's judgment, the Work does not conform with the requirements of this Agreement, PROTRANS BC shall have the right to reject the Work and, in addition to any other rights and remedies it may have, PROTRANS BC may, in its sole discretion: (a) withhold payment, seek reimbursement, credit, replacement, or repair as PROTRANS BC may direct; or (b) rework and/or repair the Work with all costs associated therewith to be charged to and paid by Supplier. All Goods shall be received subject to PROTRANS BC's inspection and acceptance and are subject to PROTRANS BC's right to reject and return at Supplier's expense Goods which fail to strictly conform to the Order requirements.

**19. Warranty**

Supplier warrants that the Work has been provided in accordance with the requirements of the Agreement and shall be free from failure, defects in material or workmanship and be of the best quality, shall comply with applicable industry standards and practices, shall be free and clear of all liens, attachments and claims and shall be fit for the purpose intended. Supplier warrants that all Services will be performed in a professional and workmanlike manner and that the Goods will correspond with the specifications, drawings, samples, or other description furnished or adopted by PROTRANS BC and with applicable laws. Unless otherwise specified in the Specific Conditions, Supplier's warranty shall be for no less than one (1) year after satisfactory completion of the Work and PROTRANS BC and the Client shall further benefit from all legal and manufacturers' guarantees available in connection with the Work. At the completion of the term of the Agreement, all applicable warranties shall be transferred to the Client. Supplier agrees to expeditiously repair, replace or re-perform, at its own



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expense (including all associated costs such as transportation, replacement, removal, reinstallation and re-inspection costs) any Goods and any portion of the Services which are found to be in breach of these warranties, when notified of such non-conformity by PROTRANS BC. In the event of Supplier's failure to promptly remedy or replace non-conforming Work, PROTRANS BC may, upon reasonable notice to Supplier, undertake or arrange for the undertaking of remedial works at Supplier's expense. All warranties shall survive inspection, acceptance and use of the Work and completion, termination or cancellation of this Agreement.

**20. Audit**

Supplier agrees to maintain complete and accurate accounting, invoices, payrolls, work orders, records, reports and any other supporting documents applicable to the Work for a period of at least seven (7) years after the satisfactory completion of the Work. PROTRANS BC or its Client may audit anywhere and at any time, without prior notice, any of the items relating to the Work supplied under this Agreement.

**21. Suspension of Work**

Unless PROTRANS BC orders the Work or part thereof to be suspended, the Supplier shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the parties arising out of the Agreement. PROTRANS BC may at any time, by written notice, order Supplier to suspend or stop all or part of the Work under this Agreement for a period of up to 180 days. Supplier shall immediately comply with any such order in the manner that minimizes the cost of doing so. While such an order is in effect, Supplier shall not remove any part of the Work without the prior written consent of PROTRANS BC. Unless PROTRANS BC terminates the Agreement with cause or Supplier abandons the Agreement, Supplier shall be entitled to be paid its reasonable additional costs incurred as a result of the suspension.

**22. Termination**

PROTRANS BC may terminate this Agreement in whole or in part for cause forthwith with notice in the event of (i) death or injury to any person; (ii) damage to PROTRANS BC's or the Client's property; (iii) disruption of Client's Operations; (iv) failure by Supplier to provide its Qualification Documents within five (5) days of a request from PROTRANS BC; (v) failure by Supplier to remedy a default or comply with its obligations within five (5) days of a written notice from PROTRANS BC advising of such default or non-conformance; (vi) if Supplier is adjudged bankrupt, or makes a general assignment in bankruptcy or if a receiver is appointed; (vii) failure by Supplier to provide reasonable assurances of future performance; (viii) upon the Client's request or upon the termination of the Client-PROTRANS BC contract; or (ix) force majeure including labour disruption. In any such event, PROTRANS BC shall be entitled to complete the Services in a manner it deems appropriate, and Supplier will be responsible for any resulting costs and fees. PROTRANS BC may terminate this Agreement in whole or in part, without cause, upon prior written notice to Supplier. In the event that the specified term of this Agreement is over one (1) year, the notice shall be 30 days. PROTRANS BC's and the Client's sole liability in connection with this Agreement and its termination for whatever reason shall be the payment of approved invoices for Work performed up to the date of termination. Supplier shall have no claim for compensation, loss of profit, allowance, damages or otherwise by reason of, or directly or indirectly arising out of, termination invoked in accordance with this Article 22.

**23. Security Clearance**

Any person involved in the performance of the Work will be required to meet the Client's security clearance requirements, if any, as outlined in the SCP.

**24. Hazardous Materials**

Supplier shall ensure that all hazardous materials are properly handled and stored in accordance with all Client, regulatory and code requirements. Supplier must be able to demonstrate that its employees have received appropriate WHMIS training and are knowledgeable in spill response. In the event that Supplier encounters toxic or hazardous materials or substances, Supplier shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances or material; shall suspend all work at the location in which Supplier encountered the toxic or hazardous substance or material; and shall immediately report its findings to PROTRANS BC and confirmed in writing. Supplier will be permitted to continue its work only upon PROTRANS BC's removal of the work suspension.

**25. Governing Law**

This Agreement is governed by the laws of the province, territory or state, including the laws of Canada, where the Work is predominantly executed or provided and any litigation shall be tried in such province, territory or state.

**26. Conditions relating to construction, renovations and repairs work**

In the event that the Work performed by the Supplier is defined as construction work under the relevant provincial legislation ("Construction Work"), the following additional conditions shall apply:

- a) Before tendering a bid, the Supplier must inspect the premises where the Construction Work is to be performed. Once a bid is submitted the Supplier may not claim error or omission or failure to assess the nature and scope of its obligations;
- b) The Supplier recognizes and declares that it is solely responsible for directing, monitoring and performing the Construction Work undertaken, that it is the person undertaking the Construction Work and is the Constructor or Prime Contractor or Principal Contractor pursuant to the applicable health and safety legislation (the "Constructor") in connection with the Construction Work being performed and that it shall assume all of the obligations of the Constructor pursuant to such legislation;
- c) Throughout the Construction Work, the Supplier must leave the premises clean and tidy;
- d) A holdback of 10% will be applied on Construction Work valued at over \$100,000 unless otherwise specified in the Specific Conditions;
- e) PROTRANS BC undertakes to pay the Supplier within the delays specified in the Specific Conditions (and if none are specified, on the latter of a) forty-five (45) days following the receipt of the correct invoice or b) receipt of payment by the Client) and receipt of the Qualification Documents and the following documents: i) discharges or waivers of all liens and prior claims; ii) as-built drawings; iii) construction permits required; iv) contractor warranties for equipment, systems and materials; and
- f) The Supplier irrevocably and without condition renounces any lien or legal hypothec which it could invoke with relation to the Construction Work executed in virtue of the present Agreement and undertakes to obtain such renunciation from its subcontractors and suppliers.

**27. Language**

The parties have agreed that this Agreement, as well as any other related documents, be drawn up in the English language. *Les parties ont convenu que ce bon de commande soit rédigé en anglais.*

**28. Code of Conduct**

Supplier acknowledges having received a copy of the SNC-Lavalin Group Inc.'s ("SNC-Lavalin") *Code of Ethics and Business Conduct* (the "SNC-Lavalin Code"), which is available upon request or from SNC-Lavalin's website, at [www.snc-lavalin.com](http://www.snc-lavalin.com), and which shall form an integral part of the General Conditions as if recited herein at length. Supplier undertakes to conduct itself, and will cause its employees, representatives and agents to conduct themselves, in all matters concerning the Work or that may reasonably be perceived as concerning the Work, in a manner consistent with the SNC-Lavalin Code. The Supplier will not do (or fail to do) anything that, if done (or failed to be done) by an SNC-Lavalin employee, would constitute a breach of the SNC-Lavalin Code. Any breach of this clause shall, in addition to any other rights or remedies, entitle PROTRANS BC to terminate this Agreement and/or any other agreement or relationship it may have with the Supplier, without regard to any provision allowing the Supplier the benefit of a notice and cure period.

**29. Supplier Compliance Package Documentation**



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Supplier shall, on or before the issuance date of the P.O., provide to PROTRANS BC each of the duly completed certificates, declarations and other documents required to be provided in accordance with the SCP (collectively, the "SCP Documentation"). Where any of the documents comprising the SCP Documentation have expired or have otherwise ceased to be true, complete or valid, Supplier shall ensure that all necessary updates, renewals or other revisions necessary to bring the SCP Documentation into good standing are proved promptly to PROTRANS BC, and in the case of any certificates of insurance provided as part of the SCP Documentation at least 30 days prior to the date that such changes take effect. PROTRANS BC may, in its sole discretion, elect to withhold payment to the Supplier until such time as the Supplier has brought the SCP Documentation into good standing.

**30. Time is of the Essence**

Time is of the essence for all purposes under this Agreement.

**31. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision or part thereof shall be deemed severed here from and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.