

## 1 Definitions

In this agreement, unless the contrary intention appears:

**ABC Law** includes:

- (a) any anti-bribery and corruption law of the Commonwealth of Australia or the State of Western Australia (including any applicable common law, law of equity, any written law, statute, regulation or other legally enforceable instrument made under statute or by any government agency);
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act;
- (d) the Canadian Corruption of Foreign Public Officials Act, the Criminal Code of Canada, the Extractive Measures Transparency Act, and sub-federal laws including Quebec's Anti-Corruption Act;
- (e) the Argentine Anti-Corruption Law No 27401; and
- (f) any anti-bribery and corruption law of a country other than Australia, which applies to you or us in relation to this agreement.

**agreement** means the agreement constituted by these general terms and conditions and the relevant purchase order and any special terms and conditions agreed between the parties.

**authorized signatories** means the designated representative of each party duly authorized.

**business day** means a day on which banks are open for business, if and as applicable, in Perth (Western Australia) or in the Province of Québec (Canada).

**Canadian GST** means the taxes on supply of goods, property and services that are levied or assessed by the Government of Canada pursuant to the GST Act, by the Government of the Province of Québec pursuant to the QST Act or. If and when applicable, by or to the benefit of the Government of any other Province of Canada pursuant to such a province's equivalent law, including, if, as and when applicable, harmonized sales tax.

**Corporations Act** means the *Québec Business Corporations Act* (CQLR, c. S 31.1).

**defective goods** means any goods which are in any way defective, not in conformity with the applicable performance criteria, requirements or conditions set forth in this agreement (including in the purchase order) or otherwise have a defect or are otherwise deficient or incomplete.

**defective services** means any services, which are in any way defective, not in conformity with the applicable performance criteria, requirements or conditions set forth in this agreement (including in the purchase order) or otherwise have a defect or are otherwise deficient or incomplete.

**Galaxy's website** means the relevant page(s) of Galaxy Resources Limited's website at [www.gxy.com](http://www.gxy.com)

**goods** means, if any, the goods to be produced or delivered pursuant to this agreement, matching the description of same (including performance criteria, if any), in the purchase order and meeting all requirements and conditions applicable thereto set forth in this agreement.

**government authority** means any federal, national, provincial, state, territorial, regional, local or municipal government, (including, for purposes of this agreement, the Grand Council of the Cree (Eyoo Istchee) and the Cree Nation Government) and includes any executive, legislative, judicial or administrative body and any ministry department, other administrative division or instrumentality thereof and any, commission, board, bureau, agency thereof or emanating therefrom, all if and, to the extent any of the foregoing have competence or jurisdiction, or are duly empowered, on or over any person, property, matter or thing, including, for purposes of this agreement, on or over any aspect relevant to this agreement, performance of obligations thereunder, the goods and their delivery, the services and their performance and completion and the site.

**GST Act** means Part IX of the *Canada Excise Tax Act* (R.S.C., 1985, c. E-1).

**industrial matter** means industrial action of any sort, including methods available to employers and employees or unions which may be used in the context of negotiating collective labour agreements (for example, without limitation, strikes, slowdowns, lockouts), whether threatened or actual, involving your personnel working at or in connection with the site or the supply of goods or services.

**insolvent** means, an insolvent person or a bankrupt (as each of these terms are defined in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, or as same or equivalent terms may be defined by any equivalent law of any jurisdiction applicable to such person), including a person unable to pay its debts as and when they fall due, a business corporation or other legal person that passes a resolution that such person is insolvent, or a person that is otherwise insolvent, a person that is in liquidation or provisional liquidation, winding-up, voluntary or otherwise, receivership (or receivership and management), bankruptcy (protective or otherwise) or under administration (including a business corporation or other legal

person that has passed a resolution in reference to any of the above, a person in reference to which an application for any of the above has been made to a court of competent jurisdiction, a person that is subject to any order of such a court for any of the above, for which such a court has ordered there be a meeting of creditors or members/shareholders for any purpose related to an arrangement or compromise between that person and its creditors, a business corporation or other legal person that has entered into a compromise or arrangement with, or assignment for the benefit of, any of its creditors or members/shareholders, a person of which one of its creditors pursuant to a security interest (including a hypothec, prior claim, mortgage or other charge or security interest) in such creditor's benefit, has taken possession of all, or any substantial portion, of such person's property or a person in respect of which anything occurs under the laws of any jurisdiction applicable to the person or any of its assets and property, which has a substantially equivalent effect to any of the events set out above in this definition.

**intellectual property rights** means, without limitation, any and all intellectual property rights of any nature or kind, including as such may be provided for under any applicable law and including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries.

**JBNQA** means the agreement known in Québec (Canada) as the James Bay and Northern Quebec Agreement.

**law and laws** means any law, act, code or statute, including any Act specifically referred to in this agreement by its title and the JBNQA, as well as any regulation, ordinance, decree, circular, rule, by-law, order, direction, directive, policy, guideline or other instrument adopted, enacted, made, issued or registered by any appropriate government authority, as any of the foregoing may from time to time have been, or be, varied, amended, consolidated, restated or replaced, and **laws** means several of any of the foregoing.

**licences** means all licences, permits, qualifications, registrations, authorizations, consents, certificates, certifications and other such requirements under any applicable laws, including, as applicable, those required for purposes of the supply of the goods or the services pursuant to, under and in accordance with this agreement and the performance, delivery and completion of the goods and/or services.

**month** means a calendar month.

**party** means you or us.

**parties** means you and us.

**personal information** means personal information as that term (or any equivalent term) is defined in any applicable privacy law, that is or may be provided, obtained or accessed by a party in the course of performance of this agreement.

**personnel** means the employees, agents, contractors or subcontractors of a party (but our personnel does not include you or your personnel).

**policies and procedures** means any and all of the policies, procedures, standards, codes, rules, manuals, protocols, plans, directives and any other similar document or instrument (as any of same may be varied, amended, consolidated, replaced or restated from time to time), including those applicable to our site and those applicable to the goods and/or the services and their supply, as well as those of our ultimate parent corporation, Galaxy Resources Limited now or hereafter provided or notified by us to you or made available by way of Galaxy's website, which include:

- (a) the corporate code of conduct and all corporate governance policies;
- (b) any fitness for work, health and safety, environmental, quality, equal opportunity and harassment and anti-bribery and corruption policies; and
- (c) any site rules.

**price** means the price specified in the purchase order.

**privacy laws** means:

- (a) *Quebec's Act Respecting the Protection of Personal Information in the Private Sector* (CQLR), c. P-39.1; and
- (b) any other applicable law regulating the protection, collection, storage, use, disclosure or destruction of personal information (to the extent that such law applies to one or the other of the parties or any other recipient of personal information).

**purchase order** means the relevant purchase order for goods and/or services issued by us to you from time to time containing amongst other things, a description of the goods and/or services and the price.

**QST Act** means an *Act Respecting the Quebec Sales Tax* (CQLR, c. T-0.1).

**related bodies corporate** means, in relation to a business corporation or any other legal person, its parent legal person as this term is defined in the *Corporations Act* (a legal person who controls another legal person, meaning it holds shares therein to which sufficient votes are attached to elect a majority of such other legal person's directors) and any and all other legal persons that are part of the same group (as this word is defined in the *Corporations Act*) as the concerned corporation or legal

person.

**services** means, if any, the services to be performed and completed pursuant to this agreement matching the description of same (including the performance criteria, if any) in the purchase order and meeting all requirements and conditions applicable thereto set forth in this agreement, including any deliverable resulting from any such services, described in the purchase order.

**site** means our mine site in the James Bay Northern Quebec region of the Province of Quebec (Canada) or such other site or location in the Province of Québec detailed in the purchase order for the delivery of goods or the performance and completion of the services.

**site rules** means the policies and procedures applicable to the site, made available on Galaxy's website or otherwise provided or notified by us to you (as may be amended from time to time).

**taxes** means any and all present and future sales, use, personal, property, real estate, value added, goods and services, transfer, turnover, stamp, documentary, interest equalization, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed or assessed (other than taxes on our net income) by any applicable government authority, together with any penalties, fines or interests thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

**tax invoice** means an invoice or other payment request by you to us for the whole or any part of the price for the supply of goods and/or services, separately computing and invoicing any applicable Canadian GST on such supply of goods and/or services, all in accordance with applicable laws.

**you** means the person named in the purchase order as the supplier of the goods or services and **your** has the corresponding meaning.

**we** means Galaxy Lithium (Canada) Inc. and/or, if and to the extent applicable, any related body corporate thereof and/or any of its related bodies corporate named in the purchase order or which elects or may elect to take the benefit of this agreement in accordance with clause 23.1 and **us** and **our** have corresponding meanings.

**2 Supply of goods or services**

- 2.1 In consideration of payment of the price by us, you must supply the goods or services to us in accordance with the agreement.
- 2.2 We intend to contract for the goods and/or services only on the terms and conditions of this agreement, and not on any other terms or conditions. Accordingly, terms and/or conditions provided by you or on your behalf will not bind us, will be of no legal effect, and will not constitute a contract or part of this agreement irrespective of any act by us or by any of our personnel, including execution of any document incorporating (or including by reference) any term or condition provided by you.
- 2.3 Before you supply any goods and/or services, under or pursuant to this agreement, you acknowledge that you have read and understood these general terms and conditions. If you provide goods and/or services pursuant to, or under, a purchase order or any other form of order or request by us to supply goods or services, whether or not in writing, you will be deemed to have agreed to these general terms and conditions.
- 2.4 You must supply the goods and/or services to us in accordance with this agreement.
- 2.5 In the event of any ambiguity or uncertainty in respect of a purchase order, such ambiguity or uncertainty must be referred to us immediately and a corrected purchase order obtained prior to delivery of goods or performance and completion of services, as applicable.
- 2.6 We will provide you with access to our site to the extent necessary for you to deliver and supply, as applicable, the goods and/or services.
- 2.7 In supplying (delivery, performance and completion) the goods and/or services and in performing your obligations under this agreement, you must, and you must ensure that your personnel:
  - (a) not interfere with any of our activities or the activities of any other person on our site, and ensure that our site is left in a secure, safe, healthy, clean and orderly state and fit for immediate use;
  - (b) exercise best skill and judgment, act in a safe, expedient, economical, and quality manner and by appropriately trained, experienced, qualified and skilled personnel undertaking all activities, functions and tasks safely and continuously, with all due skill, care and diligence, and avoiding all undue risk to the site, all activities thereon and the environment; in so doing, maintaining a standard of care, skill and diligence that is typically exercised and observed by qualified persons engaged in supplying similar goods and/or services and performing to a standard satisfactory to us;
  - (c) comply with all applicable laws and the requirements of any

applicable government authority and ensure that you possess all relevant licenses necessary or deemed useful to provide the goods and/or services including, as applicable, their delivery, performance and completion;

- (d) without limiting paragraph (c) above, comply with:
    - (i) all applicable health, safety and security (including workers, work (industrial) accidents and occupational diseases, and worker compensation and any provision of any law (includes any applicable regulation) applying to mines and mining sites in the Province of Quebec and their inspection) and the environment and its protection, laws and any applicable industry codes of practice, standards, handbooks or guidelines, including the following: An Act respecting occupational health and safety (CQLR, c. S-2.1), the Regulation respecting occupational health and safety in mines (S-2.1, r.14 A, O.C. 213-93, 1993 G.O. 2, 1757, 2603 and 2769), An Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001, the Workers' Compensation Act (CQLR, c. A-3), the Environment Quality Act (CQLR, c.Q-2 and, as applicable any other regulation, code or other instrument adopted or enacted pursuant to any of the Acts referred to above;
    - (ii) any induction requirements in relation to the site provided or notified by us to you or any of your personnel or which are made available on Galaxy's website (as may be amended from time to time);
    - (iii) the policies and procedures, including all site rules, and, without restricting the foregoing, any fitness for work, health and safety, environmental, quality, and harassment policies on Galaxy's website and policies and procedures that we have provided or may make available or provide to you or any of your personnel or other representatives in reference to the site and the relevant native people, including on matters such as induction, drugs and alcohol, conduct, road and site safety and all other subjects relevant to any person, when entering, while on and when leaving the site; and
    - (iv) all directions, directives, instructions and orders given by us or any of our personnel or other representatives to you or to any of your personnel or other representatives, when entering or while on the site;
  - (e) provide us with regular reports, or more frequently on request, in a form approved by us, in relation to any occupational health and safety and environmental issues in relation to the goods or services, their provision and your and your personnel's presence on the site, for all periods while you and/or your personnel are providing the goods and services or require access to, enter or leave and are on the site, and on our request, prepare and provide us with any information and documents you are required to prepare or maintain under any laws including laws concerning occupational health and safety and the environment and its protection; and
  - (f) provide us all such information and assistance as we reasonably require in connection with any investigation arising from or in connection with the supply of the goods and/or services.
- 2.8 We may, at any time, require you to provide evidence of compliance with your obligations under paragraphs 2.7(b), (c) and (d).
  - 2.9 The agreement does not affect in any way us providing or procuring the supply of same, or similar, goods or services, ourselves or from other suppliers.
  - 2.10 You will be deemed to have made your own independent assessment of the conditions of the site, to the extent that it is relevant to the supply of the goods or the services, and to have taken into account all local and other conditions affecting the delivery of the goods or the performance and completion of the services or performing all your obligations under this agreement and all information which is relevant to the risks, contingencies and other circumstances which could affect your supplying the goods or services and the performance of your obligations under this agreement.
  - 2.11 We do not warrant, guarantee or make any representation about the accuracy or adequacy of any information, data or documents made

available or provided to you as to the conditions existing or that may exist at any relevant time at the site or in the area of the site or otherwise in connection with the supply of the goods or the services under this agreement and we disclaim all responsibility whatsoever in relation to the provision of such information.

**3 Conditions as to quality and description of the goods or services**

- 3.1 The goods or services must match the description (including performance criteria, if any) in the purchase order.
- 3.2 If you gave us a sample of the goods or a demonstration of the services, the goods or services must be delivered, performed and completed such that they be of the same nature and quality as the sample or demonstration given.
- 3.3 The goods and/or services must comply with any applicable law and relevant standards set therein and applicable best industry standards and practices, as applicable. In addition, to the extent applicable, delivery of the goods and completion of the services (including any deliverable) must be accompanied by copies of all material safety data sheets, or equivalent documentation, as applicable, for dangerous goods (or equivalent) and their handling, package storage and carriage, including, those required by any applicable laws or applicable industry standards, all to our entire satisfaction.
- 3.4 The goods or services must be fit for the purpose for which goods or services of the same kind are commonly supplied or bought and for any other purpose which we make known to you.
- 3.5 The goods must be of proper, good and marketable quality, free of any defects. The goods must be new (unless otherwise stated on the purchase order) and, if applicable, be accompanied at time of delivery by manufacturer's installation instructions and any applicable owner's manual provided by the manufacturer.
- 3.6 If you provide and deliver more goods than stated in the purchase order, the excess goods may be returned to you at your cost.

**4 Delivery**

- 4.1 Unless otherwise specified, you are solely and entirely responsible for ensuring that all goods are properly and safely packed and packaged and delivered (including off-loading) to the place and within the time period specified in the purchase order. If no time period is specified in the purchase order, delivery must be made within seventy-two (72) hours of receipt of the purchase order.
- 4.2 At time of delivery, title to, and ownership of, the goods must be complete, good, valid and marketable, free and clear of any right, title or interest of any person (including any hypothec, prior claim, lien, charge and other encumbrance, restriction and security interest), other than your right and interest to be paid the price in accordance with the terms and conditions of this agreement.
- 4.3 We will be entitled to refuse delivery outside of the agreed delivery time. In no circumstances will you be entitled to or have any claim in respect of compensation, damages or losses resulting or arising directly or indirectly from refusal by us of a delivery outside the agreed delivery time.
- 4.4 In the event that you are not in a position to comply with a purchase order whether in respect of the quantity or the quality of the goods or the performance and the quality of the services, time of delivery or otherwise, you are required to notify us immediately and the delivery of the goods and/or the performance and completion of the services should not be continued or executed before a suitable amendment to the purchase order is made by us. We may in such circumstances either cancel or amend the purchase order, without you being entitled to or having any claim in respect of any compensation, damages or losses resulting or arising directly or indirectly from such a cancellation or amendment.
- 4.5 You must include a packing list in each package of goods delivered and the packaging must be marked with the purchase order number.

**5 Inspection and acceptance**

- 5.1 We must have a reasonable time to inspect the goods after their delivery and the services after their completion.
- 5.2 You must provide to us, at our request, progress reports on the performance of the services. A progress report must be detailed enough to allow us to ascertain whether the services are being performed in conformity with this agreement.
- 5.3 At any time during the performance of the services we may inspect or witness inspections or tests on the services, including their results.
- 5.4 Any payment or signing of delivery receipts before our inspection does not constitute acceptance of the goods or services.
- 5.5 If upon inspection we find any goods to be defective goods or any services

to be defective services, we may exercise our rights under clause 12.

- 5.6 We may return to you (in the case of goods) or reject (in the case of services) any goods or services which are not in conformity with this agreement even if we have accepted or paid for those goods or services.
- 5.7 You must refund to us, when requested, any payments made by us in respect of goods which we return or services which we reject, and which are not replaced, re-performed or made good, free of charge, under clause 12.2.

**6 Title and risk**

- 6.1 Title to and risk in the goods does not pass to us until we take delivery of, inspect and accept the goods.
  - 6.2 You warrant that you have, and will transfer to us complete, good, valid and marketable title to, and ownership of, the goods free and clear of any and all rights, titles or interests of any person, including hypothecs, prior claims, liens, charges and other encumbrances, restrictions and other security interests, that you will provide the goods to us on that basis and that we will be entitled to clear, complete and quiet possession of the goods.
- 7 Price**
- 7.1 We agree to pay you the price for the goods and/or services in accordance with this agreement and the applicable terms and conditions set forth therein.
  - 7.2 The price is inclusive of all costs incurred by you in the supply of the goods and/or the services including all charges for packaging, packing, insurance and delivery of the goods and the cost of any items used or supplied in conjunction with the services, all in accordance with this agreement. The price is also inclusive of all duties and taxes except any applicable Canadian GST.
  - 7.3 The price may not be increased without our prior written consent. We have the right to refuse to give our consent, at our sole, entire and absolute discretion.
  - 7.4 In the event that the price reflected in the purchase order is incorrect, you must notify us and ensure that an amended purchase order reflecting the correct price is obtained prior to delivery of the goods and/or performance of the services. Payment must be made as per the price reflected on the copy of the purchase order in our possession.

**8 Invoicing and payment**

- 8.1 You must submit tax invoices to us (by providing them to our representative referred to in the purchase order or as advised by us in writing if there is no representative referred to), no earlier than (as applicable):
  - (a) upon delivery and our acceptance of the goods as set out in clauses 6.1 and 5, unless we specifically agreed to make a partial or full upfront down payment in which case the invoice should reflect the amount we agreed to pay upfront;
  - (b) upon completion of the services and our acceptance thereof as set out in clause 5, unless the purchase order states that progress payments are to be made; and
  - (c) where progress payments are to be made for the performance of services, at the end of each month (or other period specified in a purchase order) for services performed by you in that month or that period (as the case may be).
- 8.2 When submitting a tax invoice under clause 8.1 you must include the following details:
  - (a) a reference to a valid purchase order;
  - (b) a detailed description of the goods and/or services supplied;
  - (c) an individual reference number for us to quote with remittance payment;
  - (d) the price relating to goods or services, broken down to reflect any price components on the purchase order;
  - (e) the amount of any Canadian GST, per jurisdiction (federal and provincial, as applicable); and
  - (f) our representative name and site (if applicable).
- 8.3 Subject to you complying with this clause 8, we will pay all tax invoices rendered to us by you except where we dispute such an invoice, in which case:
  - (a) we will pay the undisputed part of the relevant invoice (if any) and withhold the balance pending resolution of the dispute; and
  - (b) if the resolution of the dispute determines that we are to pay an amount to you, we will pay that amount upon resolution of that

- dispute.
- 8.4 Where a compliant tax invoice is submitted:
- (a) during the month in which the goods were delivered and accepted and/or the services the subject of the invoice were completed and accepted; or
  - (b) within 5 business days after the end of that month,
- such invoice will be paid by the end of the month following the month during which the goods were delivered and accepted and/or the services the subject of the invoice were completed and accepted. Any tax invoice received outside this time will be paid at the end of the month following the month in which it was received.
- 8.5 If any supply made under this agreement is or becomes subject to any applicable Canadian GST, the party to whom the supply is made must pay to the party making the supply, in addition to the price, an additional amount on account of any applicable Canadian GST. If any party is required to reimburse or indemnify the other party for a cost, expense or liability (**cost**) incurred by the other party, the amount of that cost for the purpose of this agreement is the amount of the cost incurred less the amount of any credit or refund of any applicable Canadian GST which the party incurring the cost is entitled to claim.
- 8.6 If we are entitled to an exemption or concession concerning any tax or import duty or import tariff with respect to the goods or services, you must apply for that concession or exemption and as far as possible promptly pass on to us the benefit of that concession or exemption.
- 8.7 No interest or any other monies will be payable by us in respect of any invoice rendered to us by you under clause 8.1 which remains due and payable and unpaid.
- 8.8 We may withhold, retain or set off (compensation) from any payment due to you under this agreement any amounts we deem necessary to protect us against any costs, charges, expenses or damages which you may be liable to us for in connection with this agreement or otherwise.
- 8.9 Unless otherwise agreed, any money payable is to be paid in Canadian currency.
- 8.10 If the purchase order involves the supply of services on a cost plus or per hour basis we have the right to conduct an audit of the basis of your charges using your records. This right continues for twelve months after we pay the relevant invoice.

**9 Suspension and termination**

- 9.1 To the extent permitted by law, we may at any time immediately suspend performance of your obligations under this agreement by giving you notice. When you receive a notice of suspension from us you must immediately suspend performance of the relevant obligations until such time as we direct you to resume performance of those obligations by notice in writing. Where the suspension of your obligations by us under this clause is not as a result of:
- (a) any fault, negligence, breach or action or omission of or by you or your personnel; or
  - (b) an event or circumstance which is beyond our reasonable control,
- but directly results from a fault or negligence we have committed, and the suspension continues for a cumulative and uninterrupted period of at least 7 days, we will reimburse you within a reasonable time from receipt by us of your detailed breakdown of your claim for the direct, verifiable and reasonable costs incurred by you as a direct result of the suspension.
- 9.2 A party may immediately terminate this agreement by notice in writing to the other party if the other party:
- (a) breaches any term or condition of this agreement, or any obligation thereunder that cannot be remedied;
  - (b) breaches any term or condition of this agreement, or any obligation thereunder, and such breach is not remedied within 14 days of notice being given to the party to remedy the breach;
  - (c) breaches any law relating to the goods or services or their supply, including, as applicable, their delivery, performance and completion;
  - (d) becomes insolvent; or
  - (e) is convicted of a criminal offence.
- 9.3 In addition to any other rights of termination available to us, we may terminate this agreement by giving 14 days notice to you, in which case (subject to our other rights under this agreement) we must reimburse you for all verifiable:
- (a) work in progress;

- (b) goods delivered or in process of delivery or services performed or completed or in process of being performed or completed, to the extent they are not defective goods or defective services; and
- (c) expenses incurred up to the date of the notice of termination, which are incurred in compliance with this agreement, and which cannot be reversed or mitigated by you or your personnel, after having applied your and your personnel's best efforts.

- 9.4 In addition to clauses 9.2 and 9.3 we may terminate this agreement with immediate effect by notice in writing to you if any information supplied by you relating to the purchase order, your details or any other fact is materially incorrect, inaccurate, false or incomplete.
- 9.5 If this agreement is terminated pursuant to clauses 9.2, 9.3 or 9.4, you must immediately cease the supply of the goods or services and should we request you to do so and to the extent of our request, you must provide us with all goods or services then in progress or as applicable, ready for delivery, delivered, performed or completed.
- 9.6 Unless expressly stated otherwise, termination of this agreement for any reason does not affect the rights or obligations of a party which have accrued prior and up to termination.

**10 Independent contractor**

Both parties acknowledge that you are supplying goods and/or services as an independent contractor and not as our agent, employee or other member of our personnel.

**11 Warranties**

- 11.1 You warrant on a continuing basis:
- (a) that the goods or services will:
    - (i) be provided in a timely and professional manner in accordance with this agreement;
    - (ii) be free from any defect either in their design, planning, performance, workmanship, makeup, delivery and completion;
    - (iii) be rendered with due care and skill and be of high quality and workmanship and otherwise satisfactory;
    - (iv) be provided by appropriately trained, qualified, competent, skilled, experienced and professional personnel;
    - (v) be fit for the purpose intended by us and disclosed to you;
    - (vi) be free from any claim, title, right and interest of any nature by or to the benefit of any person, including third parties;
    - (vii) not infringe or contribute to the infringement of any intellectual property rights; and
    - (viii) without limiting the foregoing, comply fully with all provisions, terms and conditions of this agreement;
  - (b) any information supplied by you relating or pursuant to this agreement, performance of your obligations thereunder, the goods or services contemplated thereby and, as applicable, their delivery, performance and completion is true, accurate, correct and complete; and
  - (c) you have read and understood our policies and procedures, including our site rules, as well as any other details relating to the site and access thereto and use thereof contained in this agreement, and you will comply with any and all such requirements and conditions.

**12 Defects**

- 12.1 If we find any of the goods to be in any way defective goods or any of the services to be in any way defective services, we may, at our option but at your sole and entire cost and expense and free of any charge, cost or expense for us:
- (a) return to you any defective goods;
  - (b) reject any defective services, by notifying you of such rejection;
  - (c) replace, repair or make good any defective goods, whether by us or our personnel or by another person or its personnel; or
  - (d) re-perform or make good any defective services, whether by us or our personnel or by another person or its personnel,
- and upon being requested by us to do so, you must reimburse us for all charges, costs and expenses incurred or to be incurred by us in the return of any defective goods pursuant to clause 12.1(a) or in, as applicable, the

repair, the replacement, the re-performance or the making good of any defective goods or defective services pursuant to clauses clause 12.1(c) and (d).

12.2 At our option and request, you must, at your sole and entire cost and expense and free of any charge, cost or expense for us:

- (a) repair, replace or make good any returned defective goods; and/or
- (b) re-perform or make good any rejected defective services.

12.3 You are not liable for any defect in the goods or services to the extent that it results directly and only from our or any of our personnel's fault or negligence.

**13 Insurance**

13.1 Without limiting you or your personnel's obligations to comply with the requirements of any laws, you must procure and maintain, (and see to all your subcontractors procuring and maintaining), the following insurance policies and coverages (except where the purchase order indicates they are not applicable and subject to any amendment to the amount of any insurance coverage in the purchase order):

- (a) Workers compensation complying with the Provincial laws with the Provincial Workers Compensation Board. The compensation benefits are in accordance with the Provincial laws. If you and/or your subcontractors are excluded by the Provincial Workers Compensation program you and/or your subcontractors must obtain and maintain Employers Liability extension under your and/or your subcontractors general liability insurance policy.
- (b) General liability insurance for an amount of not less than twenty million dollars (\$20,000,000) for any one occurrence (but limited to not less than twenty million dollars (\$20,000,000) in the annual aggregate in relation to products liability insurance) to cover your legal liability in respect of occurrences resulting in:
  - (i) death of or bodily injury (including illness) to any third party; and
  - (ii) loss of or damage to property not belonging to nor held in trust by nor in the care, custody or control of you,

arising out of or in the course of or caused by the execution, provision or purported provision of goods or services under this agreement.

The policy must be endorsed to:

- (i) include a principal's indemnity extension, indemnifying us against any vicarious liability arising out of the acts, errors or omissions by you;
- (ii) extend to cover goods in care, custody and control for an amount not less than the market value of all plant and equipment supplied by us; and
- (iii) extend to include liability arising out of the use of unregistered motor vehicles.
- (c) If provision of the goods or services requires you to:
  - (i) provide or use plant and equipment – plant and equipment insurance covering loss of or damage, for its replacement value;
  - (ii) transport goods to or from site – goods in transit insurance covering loss of or damage during transit, regardless of whether we have paid for those goods for its replacement value;
  - (iii) use motor vehicles – motor vehicle insurance covering all mechanically-propelled vehicles that are registered or capable of being registered for road use, including insurance which is compulsory under applicable laws and comprehensive third party insurance; and/or
  - (iv) provide directly or indirectly professional services – errors and omissions (professional indemnity) insurance for an amount of not less than five million dollars (\$5,000,000) for any one claim but limited to not less than ten million dollars (\$10,000,000) in the annual aggregate. The policy is to remain in full effect for a period of 3 years after termination of the agreement or completion of your obligations under the agreement.

13.2 Before entering the site or commencing the provision of goods or services

at all times relevant, including throughout any applicable maintenance and warranty period, the aforementioned insurance policies and coverages and provide to us, and then maintain up to date at all times relevant, certificates of currency for all such insurance policies and coverages, all the foregoing at your sole and entire cost and expense. All costs and expenses incurred by us as a consequence of you or any of your subcontractors not procuring and maintaining such insurance policies and coverages at all times relevant will be a debt due from you to us. All insurance policies must be procured from and maintained with reputable and financially sound insurers and on terms reasonably satisfactory to us.

13.3 General provisions as to insurance to be effected by you:

- (a) you must ensure that every subcontractor engaged by you procures and maintains insurance policies and coverages in the same manner as that detailed above;
- (b) the sole responsibility for ensuring that insurance to be arranged by you and any sub-contractor hereunder is actually effected and at all times remains current, will at all times remain with you. No approval by us as to the adequacy in terms of insurance policies and coverages nor sighting by us of certificates of currency or copies of policies will be taken as a representation by us that such insurance is adequate or be raised or pleaded against or to bar any action, claim or proceeding against you for default in performing in any of the requirements under this clause;
- (c) you must at all times be responsible for complying with and abiding by the terms and conditions of the insurances arranged by you, including for the payment of all excesses or deductibles under the terms of such insurances, and seeing to your subcontractors so complying with and abiding by equivalent terms and conditions of the insurances arranged by them; and
- (d) you must immediately advise us of any material change or cancellation of the insurances referred to in clause 13.1.

13.4 We have the right, without having the obligation to do so, to procure and maintain any insurance policy and coverage required under this agreement if you or any of your subcontractors fail to do so, in which case you shall reimburse us for any expense or cost we incur in so procuring and maintaining any such insurance policy or coverage, immediately, upon our asking you to do so.

13.5 The effecting of insurance as required above will not in any way limit your obligations or responsibilities under this agreement.

**14 Liability and indemnities**

- 14.1 You enter our site at your own risk and peril.
- 14.2 You are liable for and must indemnify us and our personnel from and against any liability and any loss or damage of any nature or kind whatsoever resulting from, arising out of or in connection with any breach of or default under this agreement, or any fault or negligence, by you or your personnel, except and only to the extent that such liability or loss or damage directly results solely from our fault or negligence or our breach of or default under this agreement.
- 14.3 Each indemnity in this agreement is a continuing obligation separate and independent from other obligations thereunder and survives termination or expiry of this agreement.
- 14.4 Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, loss of business opportunity or loss of goodwill resulting from, arising out of or in connection with this agreement.

**15 Confidentiality**

- 15.1 You and your personnel must not (except to the extent necessary to comply with your obligations under this agreement) disclose to any person any information supplied by or on behalf of, or relating to us or any of our related bodies corporate, and any other information which you or any other person has obtained or prepared in connection with the negotiations preceding this agreement or the performance of this agreement (**confidential information**).
- 14.5 Any confidential information disclosed by you under this agreement must only be disclosed to a recipient who has agreed to keep the confidential information confidential on terms no less onerous than those imposed on you under this agreement.
- 15.2 Nothing in this agreement prohibits disclosure of information which is in the public domain otherwise than as a result of a breach of this clause, is received from a third party provided that it was not acquired by that third party as a result of a breach of this agreement or is required to be

disclosed by a provision of any applicable law, the rules of any relevant stock exchange or any governmental body, authority or agency having authority.

15.3 If requested by us at any time, you must immediately return to us, or destroy or delete, as we direct, all originals and copies of our confidential information in your or your personnel's custody, power or control, including by deleting all confidential information from any computer or other storage device into which it was programmed, recorded or stored by or on your behalf or that of any of your personnel.

15.4 The obligations in this clause 15 survive termination or expiry of this agreement.

**16 Privacy**

You warrant on a continuing basis that you will comply with any applicable privacy laws in carrying out your obligations under this agreement.

**17 Intellectual property**

The parties will each retain their intellectual property rights existing prior to the date of this agreement. The intellectual property rights resulting from the supply of services under this agreement will, upon completion, vest in us. We have a non-exclusive, royalty free license to use, modify, adapt or sublicense any intellectual property rights owned by you to the limited extent necessary for us to exercise our rights or perform our obligations under this agreement or to enjoy the benefit of the goods and/or services supplied to us under this agreement. You must do all things necessary to give full effect to the rights and obligations contained in this clause 17.

**18 Assignment and subcontracting**

18.1 Subject to clauses 18.2, 18.3 and 18.4, neither party may assign or subcontract any or all of its rights or obligations under this agreement without the prior written consent of the other party (which may not be unreasonably withheld).

18.2 We have the right to assign or sub-contract any or all of our rights or obligations under this agreement without your consent at any time to any one of our related bodies corporate or to grant security over them in favour of a financier.

18.3 Our consent to your assigning or sub-contracting all or part of your obligations under this agreement will be conditional upon the assignment agreement or the subcontract including provisions that the assignee or subcontractor must be bound to us:

- (a) to comply with all relevant provisions of this agreement including, without limitation, the confidentiality obligations in clause 15;
- (b) to not further assign or subcontract; and
- (c) to procure and maintain same insurance policies and coverages, on the same terms and conditions as those you are required to procure and maintain in connection with this agreement.

18.4 We may assign, hypothec, grant a lien, or other charge, restriction or security interest on or over our rights, title and interests in, to, under or in connection with this agreement in favour of any financier, in order to secure, among other things, any funding arrangements (including project finance or working capital or hedging), without your consent or approval.

**19 Business ethics**

19.1 You will at all times act in our best interests, consistent with the standards of care applicable to the provision of goods or the performance of the services and in so doing, must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with our interests.

19.2 Neither you, nor any of your personnel, are expected, permitted or authorised to take any action on our behalf, including any action which could violate any laws.

19.3 All financial statements, reports and applications for payment which are rendered by you under this agreement must completely and accurately reflect the facts about all the relevant activities, transactions and circumstances handled for our account.

19.4 You and your personnel will not pay any commission or fee or grant any rebate or other remuneration, gratuity or undue hospitality to any of our personnel or the personnel of our related bodies corporate.

19.5 All payments to you under a purchase order will be solely by cheque or bank transfer made directly to you or your account and no payment will be in cash, by bearer instrument or made to or to the order of any person other than you.

19.6 You acknowledge for the purposes of this clause 19 that none of our

personnel or the personnel of our related bodies corporate does or will have authority to give any express or implied direction, whether written or oral, authorising you to make any commitment to any third person on our behalf in violation of any law.

19.7 You must immediately notify us in writing of any and all violations or breaches of this clause 19 upon becoming aware of any such violations or breaches.

**20 Anti-bribery and corruption**

20.1 You and your personnel will:

- (a) comply with all applicable ABC Laws;
- (b) not engage in or tolerate any form of bribery or corruption whatsoever whether direct or indirect, including, without limitation, the making of (or authorisation of) an offer, payment or promise to pay anything of value to unlawfully influence any person, including in the form of money, property, gifts, promises to give, or anything else of value;
- (c) not do, or omit to do, anything that may cause us to be in breach of any applicable ABC Laws;
- (d) from time to time, as required by us, provide us with such information as we reasonably require to satisfy us that you have complied, and are in compliance, with all applicable ABC Laws;
- (e) otherwise comply with our policies and procedures (including our anti-bribery and corruption policy).

20.2 You warrant that you, and any related body corporate, has not breached any applicable ABC Laws in connection with this agreement or a purchase order.

20.3 In the event that we reasonably believe that you or your personnel have breached this clause 20, we may terminate this agreement at our sole discretion (without prejudice to any other remedy available to us) by written notice. In the event of termination in accordance with this clause, you are not entitled to receive any compensation or other remuneration in respect of the termination. For the avoidance of doubt, any breach of this clause 20 by you shall be deemed to be incapable of remedy.

20.4 You must:

- (a) maintain adequate internal controls over all transactions in relation to this agreement, or made on behalf of us;
- (b) properly record all transactions in relation to this agreement or made on behalf of us; and
- (c) maintain accurate books and records in relation to each transaction for a period of no less than 7 years from the date of such transaction.

**21 Health, Safety and Environment**

21.1 You must ensure that you and each of your personnel accessing, or using the site take all reasonable measures to protect persons and property, to avoid unnecessary disturbance and interference with the passage of people and vehicles, to prevent nuisance and unnecessary noise, to comply with any and all applicable security, health and safety (including worker health and safety) and environment (and its protection) requirements and standards applicable to the site as provided for in any applicable law, the policies and procedures (including the site rules) or otherwise notified by us to you and to act at all times in a safe, secure and lawful manner while entering, at or on or while leaving the site.

21.2 You must also ensure that, in relation to the supply of goods and/or services to, or the presence of any of your personnel and representatives on, the site:

- (a) you and any of your personnel not commit any fault, negligence, act or omission that exposes, or has the potential to expose any person or thing to any risk to security, health or safety, welfare, the environment or hazards arising from any such fault, negligence, act or omission;
- (b) any appliance, component, equipment, facility, goods, material, machinery, plant or tool used in the delivery of the goods or the performance and completion of the services is safe and without risk to security, health, safety and welfare and the environment;
- (c) appropriate safety equipment is provided to and used by your personnel and other representatives;
- (d) you implement and maintain appropriate systems of work and to ensure that the working environment is safe, secure and without risks to the health, safety, security and welfare and to the environment; and
- (e) you provide all information, instruction, training and supervision

as may be necessary to ensure that the goods are delivered and the services are performed and completed without any hazard or risk to health, safety, security and welfare and to the environment.

21.3 You acknowledge and agree that the following matters are prohibited and are "safety principles" that apply to the delivery of all goods and/or the performance and completion of all services:

- (a) not using any form of load restraint, if applicable;
- (b) not adhering to exclusion zones during unloading or loading, if applicable;
- (c) supplying, possessing or consuming alcohol or drugs, whether legal or illegal, on the site;
- (d) allowing anyone to work in an environment that is a risk to their health, safety, security and welfare and to the environment; and
- (e) not following any danger tag or isolation procedures, or interfering with any safety devices.

21.4 You must promptly provide us with any information requested in connection with the performance or otherwise of your obligations under this clause 21, such information to be in the form and substance required by us.

21.5 Without derogating from your obligations under any other provision of this agreement, if any accident or incident relating to health, safety or welfare occurs in connection with your performance under this agreement:

- (a) you must notify us immediately of details of the accident or incident;
- (b) if requested by us you must, within 24 hours of the request or such longer time as may be permitted by us, provide a written report to us, in a form and with the content required by us, detailing the accident or incident, its cause and the steps you propose to prevent any recurrence; and
- (c) you must comply with any directions which we may give relating to the accident or incident including as to the prevention of any recurrence.

21.6 You acknowledge that we have entered, or may enter, into agreements with various third parties (including First Nations or any of their local communities) in respect of, notably, archaeological, heritage, traditional activities and native titles or claims issues applicable to the site and its surroundings, including as required by any applicable laws. You and your personnel will, in supplying goods or services under this agreement, at all times comply with and act in a manner that allows us to comply, with the provisions and requirements, of, and our obligations under, any and all such agreements and applicable laws, to the extent we have advised you thereof and as per instructions we may provide to you from time to time.

21.7 Without restricting the provisions of clause 21.4, you and your personnel must not liaise or engage (including any form of communication) with any of the third-parties referred to in clause 21.4 without our prior written approval and otherwise than in any manner we may indicate to you.

21.8 You must ensure you and your personnel do not damage or destroy an item on the site or its surroundings which is or may be of an archaeological, heritage, traditional activity or native title or claim nature or disturb any designated area identified in site drawings or otherwise notified to you, without prior written notice to us and without our prior written approval.

21.9 If you or your personnel discover any item on the site or its surroundings which is or may be of an archaeological, heritage, traditional activity or native title or claim nature, you must promptly inform us in writing and seek and obtain our prior written instructions from us on dealing with such an item.

**22 Your employees and personnel**

22.1 You must immediately notify us on becoming aware of any industrial matter that may affect the supply of the goods or services or your ability to supply same, and must meet with us, as soon as practicable after that notification, for the purpose of discussing and agreeing on any necessary or appropriate action to be taken to resolve the industrial matter prior to taking such actions.

22.2 You must at all times relevant to the supply of the goods or services use your best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour or civil unrest by or amongst you or your personnel at our site.

22.3 You shall pay your employees involved in the supply of the goods or the services such wage rates, other remuneration and allowances and

observe and meet such terms and conditions of employment as are prescribed from time to time by any applicable agreement or law.

22.4 You shall not enter or be on the site nor shall you allow any of your personnel to enter or be on the site without having received our prior approval. To enable such approval being considered and given, you shall not later than 72 hours prior to the desired time of entering the site, submit to us such completed and signed forms and certificates as are or may be requested by us. We will, as soon as possible after receipt of the said completed and signed forms and certificates, notify you whether or not our approval is given for the person having completed and signed such forms and certificates to enter, be and work on the site, granting or not such approval being at our sole, entire and absolute discretion.

22.5 Random alcohol and drug testing may be carried out on site. You will ensure that you and any of your personnel comply with, at minimum, all the policies and procedures relating to such testing. The time required to participate in any such testing is not recoverable from us.

22.6 We reserve the right to direct you to remove from the site and/or replace yourself or any of your personnel working on site and upon receipt of such request you shall immediately comply therewith. We may exercise this right in our sole, entire and absolute discretion and shall not be required to give an explanation for doing so. If we require, you shall immediately replace the concerned person with another person with appropriate skills and experience.

22.7 You shall require all personnel entering the site to be identified in an approved manner and shall at all times prevent the entry of unauthorised persons to the site. We may at any time refuse to admit any person to the site.

22.8 You shall ensure that each of your personnel have the appropriate licences, as applicable, and the certifications for the equipment each individual operates or may operate from time to time. Evidence thereof shall be produced to us upon request.

22.9 You shall ensure that all of your personnel have health assessments in accordance with the requirements of all applicable laws.

22.10 As of their arrival at site, your personnel must successfully undergo any approved site induction and pass any induction assessment conducted by us before commencing work. Such inductions are held on days and at times determined by us. You shall bear all labour and other costs of your personnel attending any such induction requirements.

**23 General**

23.1 You agree that our related bodies corporate may, by written notice to you, elect to take the benefit of this agreement as if they were, from the outset, parties to it.

23.2 In this agreement:

- (a) to the extent allowed by law, no rule of contract interpretation applies to the disadvantage of one party on the basis that it put forward or drafted this agreement or any part of it;
- (b) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (c) the singular includes the plural and vice versa;
- (d) headings are inserted for convenience purposes only and must not be used and do not affect the interpretation of the provisions of this agreement;
- (e) a reference to a person includes an individual, a firm, a body corporate, an unincorporated association or a government authority and, when and as applicable, includes any such person's executor(s), administrator(s), heirs, successor(s), legal assignees and substitute(s) (including a person taking in novation) and other assign(s); and
- (f) words such as "including", "include" or "includes" are a reference to "including, but not limited to" or "include(s) without limitation" and other words or terms of similar meaning will be similarly construed.

23.3 This agreement, together with any purchase order and any special terms and conditions agreed between us, constitutes the entire agreement between the parties on or in relation to all subject matters covered thereby. It replaces all previous agreements, understandings, covenants, undertakings, representations and warranties on or in connection with any such subject matter. Any term and condition or provision contained in or relating to any documents other than those referred to above, including any of your documents, in respect of the goods or services and their supply, (delivery, performance and completion, as applicable) do not apply and are expressly excluded.

- 23.4 You must ensure that your personnel comply with this agreement as if they were parties to it and you are liable towards us for any acts, omissions, faults and negligence of your, any of your personnel or other representatives, any of your subcontractors or any of their personnel or other representatives and of breaches of, and defaults under, this agreement by you, any of your personnel or other representatives, any of your subcontractors or any of their personnel, in the case of your personnel and other representatives, your subcontractors and their personnel and other representatives, to same extent as if such act, omission, fault, negligence, breach or default was your own.
- 23.5 None of our rights under this agreement will be, or may be deemed to be, waived by us unless we have expressly done so in a writing duly signed on our behalf by our duly authorized representative(s).
- 23.6 This agreement may not be varied, amended, restated or replaced except by a written agreement between the parties signed by duly authorized representative(s) of each party. Any such variation, amendment, restatement or replacement will only be applicable to the specific purchase order for which any of the terms and conditions are so varied, amended, restated or replaced and will not apply to any other past, present or future purchase orders nor oblige us to agree to such a variation, amendment, restatement or replacement for any such other purchase orders.
- 23.7 We may exercise a right, remedy or power in any way we consider appropriate.
- 23.8 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
- 23.9 The rights, powers and remedies set forth in this agreement are cumulative with and in addition to, the rights, powers or remedies provided by law.
- 23.10 If anything in this agreement is found to be prohibited, void or unenforceable, then such is or shall be read down or severed from this agreement, to the extent it is possible to do so without affecting the legality, validity or enforceability of the rest of this agreement, which remains in full force and effect between and binding upon the parties.
- 23.11 In the event of any conflict or inconsistency between any special condition prescribed in the purchase order and these general terms and conditions, the special condition will take precedence.
- 23.12 If any dispute arises between the parties relating to the subject matter of this agreement (a **dispute**) a party shall, prior to initiating legal proceedings in relation to it pursuant to clause 23.12(c), by written notice to the other party specify that it is a dispute and give full particulars of the nature and extent of the dispute (**dispute notice**). In such circumstances:
- (a) each party shall nominate a senior representative to meet to resolve the dispute, and shall use their best efforts in good faith to reach a reasonable and equitable resolution of it;
  - (b) if a dispute is not resolved within 10 business days of the date of the dispute notice, clause 23.12(c), will apply or, upon mutual agreement, it will be submitted to any other form of dispute resolution, including mediation or binding arbitration; and
  - (c) a party may commence legal proceedings in respect of a dispute if the parties have undertaken the process set out in the introductory paragraph of this clause 23.12 and in clauses 23.12(a) and 23.12(b) and that process has failed to resolve the dispute, or one of the parties has attempted to follow the process and the other party has failed to participate.
- Nothing in this clause 23.12 will prevent a party from seeking injunctive relief from a court, including without limitation, urgent injunctive or similar interim relief.
- Despite the existence of a dispute, you must continue to perform your obligations under this agreement.
- For disputes in which the quantum is less than \$50,000, arbitration must take place using the submission of documents alone unless both parties agree otherwise.
- Despite the existence of a dispute, each party must continue to perform its obligations under this agreement.
- This clause 23.12 survives the completion, expiry or termination of this agreement.
- 23.13 Unless the parties agree otherwise or unless otherwise determined in this agreement, the language to be used in all communications between the parties and all documents prepared by you or your personnel or to be supplied by you in performance of your obligations under this agreement and the supply of the goods and/or the services shall be the English language.

- 23.14 Time is of the essence with respect to performance of your obligations under or pursuant to this agreement.
- 23.15 All written notices, approvals, consents or other communications, to a party under or pursuant to this agreement must be sent to such party's representative named in the applicable purchase order, at such party's address indicated in such purchase order, or to any replacement representative or address as such party may have notified the other in writing. All such notices, approvals, consents or other communications so addressed will be deemed duly given and received either:
- (a) upon delivery, if delivered by courier or by hand (against confirmation of receipt);
  - (b) the seventh (7<sup>th</sup>) day after posting, if sent by certified or registered air mail, return receipt requested; or
  - (c) in the case of an email, on the date of its dispatch, unless it is sent on a day that is not a business day at the address of the recipient party or after 5pm on such a business day, in which case such an email is deemed to have been received at 9 am on the next business day at the address of the recipient party or, unless the sending party receives an automated message that the email has not been delivered to the recipient party.
- 23.16 This agreement applies to the supply of goods or services by you which are contained in a purchase order even if that supply proceeds the issuance of the purchase order.

**24 Governing law, jurisdiction and language**

- 24.1 This agreement is governed by and shall be construed under and in accordance with the laws of the Province of Quebec and, as and to the extent applicable, the federal laws of Canada.
- 24.2 Each party hereby irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Québec (Canada), judicial district of Montreal. Each party irrevocably waives any right it has to object to or defend against an action, claim, demand, recourse or proceeding being brought or maintained before or in the aforementioned courts, including by raising the argument that such action, claim, demand, recourse or proceeding has been brought in or before an inconvenient forum or that a more convenient forum exists or can be found or that those courts do not have jurisdiction.
- 24.3 The parties hereby acknowledge they have requested and agreed that this agreement and any other related agreement, document or instrument be drafted only in the English language. *Les parties, par les présentes, reconnaissent qu'elles ont demandé et convenu que la présente convention et toute autre entente, document ou acte connexe soient rédigées dans la langue anglaise uniquement.*