



Purchase Terms & Conditions

1. **Definitions.** In these Purchase Terms & Conditions, the following definitions apply:
 - (a) "**Company**" means Flint Corp., or such affiliate thereof as indicated in the Purchase Order to which invoices are to be submitted.
 - (b) "**Delivery Date**" means the date of delivery for the Goods, including performance of Services, as specified in the Purchase Order.
 - (c) "**Delivery Point**" means the location specified in the Purchase Order to which the Vendor is to deliver the Goods, including performance of the Services, or such other delivery area or point as specified in writing by the Company.
 - (d) "**Goods**" means all and each of the goods described in the Purchase Order and that are required to be delivered by Vendor pursuant to the Purchase Order, and include all and each of the materials, component parts, packaging and/or labeling in relation thereto, together with all and each of the Services. For greater certainty, references herein to Goods shall include Services.
 - (e) "**Intellectual Property Rights**" means all intellectual and industrial property rights and rights of a similar nature whether registered or not and all applications, registrations, renewals and extensions thereof, including without limitation all rights in and to all: patents, including all issued patents and pending applications therefor and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets, manufacturing process and confidential information; publicity rights; personality rights; and moral rights.
 - (f) "**Purchase Order**" means the agreement between the Vendor and the Company for the purchase and sale of the Goods and/or Services.
 - (g) "**Services**" means all and each of the services and labour described in the Purchase Order and that are required to be provided by Vendor pursuant to the Purchase Order, and include all and each of the services ordered, required for, provided or to be provided for the delivery, installation, set-up, testing, servicing or provision of the Goods or otherwise in relation to the Goods. For greater certainty, Services shall form part of the Goods.
 - (h) "**Specifications**" means descriptions, requirements, attributes, drawings, samples and specifications that are expressly set out by the Company in the Purchase Order including any: (i) documentation published by Vendor relating to the Goods; (ii) operational and technical features and functionality of the Goods; (iii) standards or levels of service performance for the Services; and (iv) business requirements of the Company.
 - (i) "**Vendor**" means the party indicated in the Purchase Order that is contracting with the Company for the purchase and sale of the Goods, including such party's personnel, affiliates and subcontractors involved in the supply and delivery of the Goods.
 - (j) "**Vendor Proposal**" means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Vendor relating to the supply of Goods to the Company, including any such items delivered in connection with a request for quotations, request for proposal or similar process initiated by the Company.
2. **Purchase Order.** The "**Purchase Order**" consists only of: (a) these Purchase Terms & Conditions and any schedules or exhibits hereto; (b) the Purchase Order to which these Purchase Terms & Conditions are attached or which references these Purchase Terms & Conditions; and (c) any Specifications or other documents expressly set out in the items indicated in the foregoing subsections (a) or (b) of this Section 2. Any reference in the Purchase Order to any Vendor Proposal is solely for the purpose of incorporating the descriptions contained in such Vendor Proposal, and only to the extent that the terms of such Vendor Proposal do not conflict with any Specifications as set out by the Company. The Company's acceptance of, or payment for, Goods will not constitute the Company's acceptance of any additional or different terms contained in any Vendor Proposal, unless otherwise expressly accepted in writing by the Company. If there is any conflict or inconsistency between the documents constituting the Purchase Order, then, unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2 (a), (b) and (c).
3. **Agreement of Purchase and Sale.** Vendor agrees to sell and the Company agrees to purchase the Goods in accordance with the terms of the Purchase Order. Vendor's acceptance of the Purchase Order or the shipment of any Goods or provision of any Services shall constitute acceptance by Vendor of the Purchase Order and all instructions, terms and conditions herein. Vendor shall, unless otherwise indicated in the Purchase Order, provide all personnel, labour, equipment, materials, supplies and consumables necessary to perform its obligations pursuant to the Purchase Order.
4. **Delivery Terms.**
 - (a) **Delivery:** Vendor shall, at its own expense, pack, load and deliver the Goods to the Company on the Delivery Date and to the Delivery Point in accordance with the invoicing, delivery terms, shipping, packing and other instructions set out in the Purchase Order or otherwise provided to Vendor by the Company in writing. Unless otherwise specified, Goods shall be made available to the Company free on board (FOB) Delivery Point, whereby Vendor shall pay and bear all shipping, freight, transportation, insurance, storage, handling, demurrage, cartage, packaging and similar costs unless otherwise provided in the Purchase Order or agreed to in writing by the Company. Goods shall be at the risk of the Vendor while in transit. Title and risk of loss or damage shall pass to the Company upon receipt of Goods at the

Delivery Point, unless otherwise agreed to in writing by the Company. The Company shall have no obligation to obtain insurance while Goods are in transit from Vendor.

- (b) **Inspection and Rejection of Goods:** All deliveries of Goods shall be subject to the Company's right of inspection for ninety (90) days (the "**Inspection Period**") following delivery of the Goods at the Delivery Point or performance of the Services. Upon completion of such inspection, the Company shall either accept or reject the Goods. The Company shall have the right to reject any Goods that:
- (i) are delivered in excess of the quantity ordered;
 - (ii) are damaged or defective in materials, workmanship or design;
 - (iii) are subject to liens, encumbrances or claims on title; or
 - (iv) are not in conformance with the Specifications or any term of the Purchase Order. Transfer of title to the Company of Goods shall not constitute the Company's acceptance of such Goods. The Company shall, within the Inspection Period, provide notice to Vendor of any of the Goods that are rejected, together with the reasons for such rejection. If the Company does not provide Vendor with any notice of rejection within the Inspection Period, then the Company will be deemed to have provided its acceptance of such Goods, and in no event will acceptance of Goods by the Company be presumed or deemed due to any other act of the Company such as the payment of the invoice. The Company's inspection, testing, acceptance or use of any of the Goods shall not limit or otherwise affect Vendor's warranty obligations hereunder with respect to the Goods, and such warranties shall survive such inspection, testing, acceptance and use of the Goods.
- (c) **Return of Rejected Goods:** Without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), the Company shall be entitled, at its option and at the Vendor's expense and risk of loss, to: (i) maintain possession of rejected Goods and require Vendor to correct or otherwise remedy the rejected Goods within the time period specified by the Company; or (ii) return rejected Goods to Vendor for immediate full credit or refund payment by the Vendor to the Company of all amounts paid by the Company to the Vendor for the rejected Goods, plus prompt payment to the Company of the costs incurred and evidenced by the Company to replace or otherwise obtain supply of the rejected Goods; or (iii) return rejected Goods to Vendor for replacement Goods to be received within the time period specified by the Company. All rejected Goods shall be at the risk of the Vendor, whether held by the Company or returned. Upon any return of rejected Goods to Vendor, such Goods shall not be replaced by Vendor except upon written instructions from the Company. Vendor shall not deliver Goods that were previously rejected unless delivery of such Goods is approved in advance by the Company and is accompanied by a written disclosure of the Company's prior rejection(s).
- (d) **Failure to Supply Goods/Perform Services:** Vendor must immediately notify the Company if Vendor is likely to be unable to meet the Delivery Date or any milestone date set out in the Purchase Order, or to comply with any other requirement of the Purchase Order. Such notice shall refer

to the Purchase Order number and shall specify the obligations that Vendor is likely to be unable to meet. Upon receipt of such notice, the Company shall be entitled to, at its option and without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), change or terminate the Purchase Order in whole or in part without any further obligation, save for payments for conforming Goods delivered prior to any such termination of the Purchase Order. In addition, in the event of such termination of the Purchase Order, Vendor shall (i) immediately repay to the Company all amounts, including taxes, paid by the Company, net of amounts paid for conforming Goods received by the Company prior to such termination, and (ii) promptly pay to the Company the costs incurred and evidenced by the Company to complete or otherwise obtain supply of the Goods or performance of the Services.

- (e) **Packing and Shipping:** Vendor shall ensure that:
- (i) itemized packing slips showing the Purchase Order number in a conspicuous manner accompany each shipment of Goods and are solidly affixed on the exterior of packaging;
 - (ii) all shipments of Goods are made in accordance with all relevant laws, including those relating to dangerous goods and Workplace Hazardous Material Information Systems (WHMIS). Without limiting the foregoing, Vendor shall ensure that all shipments are accompanied by all requisite Material Test Reports (MTR), quality control documentation, and all labels and accompanying documentation required by law, including where applicable, a duly completed Material Safety Data Sheet (MSDS);
 - (iii) all shipments of Goods are made in accordance with accepted industrial packaging and load integrity standards, standard packaging quantities and as otherwise specified in the Purchase Order;
 - (iv) all packing materials are non-toxic and otherwise safe to use and handle, and are constructed of the least environmentally impactful materials reasonably available; and
 - (v) all shipments are routed according to the transportation instructions set forth in the Purchase Order or as otherwise directed by the Company.
- (f) **Imported Goods:** Vendor shall follow all instructions of the Company and cooperate with the Company's customs broker with respect to all Goods that originate from sources or suppliers outside Canada, including without limitation the provision of requested shipping documentation. Vendor shall comply with all requirements of the Canada Border Services Agency and all applicable laws with respect to the importation of Goods from outside Canada.
- (g) **Changes:** Vendor shall not make any change to the quantity, class or type of the Goods without the Company's prior written consent.
5. **Purchase Price, Invoice, and Payment.** Provided that Vendor supplies the Goods in accordance with, and otherwise complies with, the terms of the Purchase Order:
- (a) **Purchase Price:** The Company shall make payment for the

Goods to the Vendor in the amount, manner and denomination set out in the Purchase Order (the "**Purchase Price**"). The Purchase Price shall be all inclusive (except for taxes) and constitute payment in full for the Goods. The Purchase Price is not subject to adjustment. The Company shall not be obligated to pay invoiced amounts that exceed the Purchase Price as set out in the Purchase Order unless agreed to in advance by the Company in writing.

- (b) **Invoicing:** *All invoices shall be submitted to the name of the Company and the postal or email address set out in the Purchase Order.* All invoices (and packing slips and shipping documents, if applicable) shall bear the valid order number of the Purchase Order. All invoices shall include sufficient details and back-up documentation as reasonably required by the Company to ascertain and identify the Goods and to substantiate completion of the Services and/or reimbursable expenses incurred. Upon request, Vendor shall provide such documentation in support of any invoice in form and content reasonably acceptable to the Company. *Vendor shall submit a single invoice in respect of the Purchase Order unless: (i) the Goods are valued at greater than \$50,000, or (ii) Services are performed over a period of time exceeding 30 days, or (iii) the Purchase Order provides for periodic or staggered deliveries of Goods, or (iv) the Purchase Order sets out a progress payment schedule.* Progress payment invoices shall include documentation substantiating completion of any milestone(s) in accordance with the progress payment schedule set out in the Purchase Order. Invoices for Services shall include, as applicable, signed timesheets and labour, equipment and material forms (LEMs) for Services billable at an hourly rate. All invoices shall itemize applicable sales taxes as separate amounts and indicate the net taxable value including all applicable discounts. The Company shall not be obligated to pay any taxes to Vendor unless Vendor is registered with the applicable tax authorities and provides its registration number on the invoice. *Invoices shall be submitted no later than 30 days after delivery of the Goods or performance of the Services set out in the Purchase Order. The Company shall not be obligated to pay late invoices submitted after such 30-day period.* Invoices that do not conform to the requirements set out in the Purchase Order will be returned for correction.
- (c) **Payment:** All payments shall be made in Canadian funds unless otherwise specified in the Purchase Order. The Company shall remit payment within **60 days** of receipt of an invoice that conforms to the requirements of the Purchase Order, PROVIDED always that if the Company disputes any portion of the invoice or has rejected any Goods to which the invoice relates, the amount of the Company's payment obligation on such invoice shall be reduced by the disputed amount or the value of rejected Goods, as the case may be, subject to adjustment (in the case of disputed amounts) upon resolution of the dispute. Non-payment by the Company of any amount in dispute shall not: (i) be deemed a breach of the Purchase Order by the Company, nor shall any interest be charged on such amounts; or (ii) alleviate, diminish or modify in any respect the Vendor's obligations pursuant to the Purchase Order.

The Company shall be entitled to withhold from payment on any invoice any amounts required to be withheld under applicable tax legislation, and any remittance by the Company of withholding taxes to the applicable tax authorities shall be deemed to be payment to the Vendor.

6. **Right of Audit.** Vendor shall maintain correct and complete books, records, and accounts with respect to the performance of the Vendor's obligations pursuant to the Purchase Order, along with all invoices and monthly summaries, for a period of 36 months following completion of the Vendor's obligations pursuant to the Purchase Order. The Vendor shall, upon the Company's request during such period, make available to and permit the Company to inspect, make copies of, and audit such records for the purposes of substantiating charges appearing on invoices rendered by the Vendor. If there is any revision to invoiced charges, as determined by the Company pursuant to such an audit, the Vendor shall, within 30 days of the audit, pay to the Company the full amount of any credit or the Company shall pay to Vendor the full amount of any shortfall, as applicable. This Section shall survive the termination of the Purchase Order.
7. **Taxes.**
- (a) Vendor shall comply with all applicable commodities and sales tax laws, including without limitation, the collection and remittance of goods and services tax/harmonized sales tax ("**GST/HST**") and provincial sales tax ("**PST**").
- (b) Where Vendor provides Services in Saskatchewan or Manitoba and is not a resident in such province, Vendor shall comply with the posting of PST security with the responsible authorities. Vendor shall certify to the Company that it has posted PST security and, to the extent Vendor fails to do so, the Company shall be entitled to withhold the applicable value in accordance with the relevant tax legislation.
- (c) Vendor shall comply with all applicable income tax laws, including without limitation, the withholding of applicable payroll taxes from those of its employees performing Vendor's obligations under the Purchase Order.
- (d) Vendor acknowledges that if Vendor is a "non-resident" (as defined by the *Income Tax Act* (Canada)), the Company is required to withhold the amounts applicable to a non-resident. Vendor shall confirm to the Company if it is a "non-resident" (as defined by the *Income Tax Act* (Canada)).
- (e) Without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), Vendor shall be liable for and shall indemnify the Company in respect of any claims, penalties, interest, or costs made or assessed against the Company arising from Vendor's non-compliance with tax laws.
8. **Vendor Representations.** Vendor represents and warrants as follows, acknowledging that the Company is relying on such representations and warranties in entering into the Purchase Order and further acknowledging that these representations and warranties are continuous and extend to new, additional or replacement Goods that may be supplied:
- (a) Vendor has the legal capacity and is authorized to enter into the Purchase Order and perform its obligations hereunder;
- (b) unless Vendor has otherwise confirmed in writing to the

Company, Vendor is not a "non-resident" (as defined by the *Income Tax Act* (Canada));

- (c) the Purchase Order does not violate any other agreement to which the Vendor is bound;
- (d) Vendor has good title to the Goods, the right to sell the Goods, and all required permits and approvals in respect of the import, sale and shipping of the Goods; and
- (e) Vendor has and will maintain all applicable licenses, permits, consents and approvals required to perform the Services and its obligations in the Purchase Order.

9. **Change Orders.** The Company may, without invalidating any requirements of the Purchase Order, alter, add to, or deduct from the Goods. Any amendment, supplement or modification, including without limitation the aforementioned changes to the Goods, shall first be authorized by a written change order and signed by all Parties hereto. No claim for a change to the Purchase Price or Delivery Date shall be valid unless authorized by such change order. Prior to issuance of any change order for cost increases or schedule extensions benefiting the Vendor, the Vendor shall, prior to incurring such costs or schedule delays, notify the Company in writing with rationale and justification for such changes, and such changes shall be subject to prior acceptance and approval by the Company. Any such approval will be evidenced by the issuance by the Company of a signed change order which will be promptly signed by the Vendor.

10. **Vendor Warranties.** Vendor warrants as follows, acknowledging that the Company is relying on such warranties in entering into the Purchase Order, such warranties being referred to herein as the "**Vendor Warranties**":

- (a) **Goods Warranties:** Vendor warrants to the Company that, for a period of 12 months from delivery of Goods, all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit and sufficient for the purposes intended by the Company, the Vendor acknowledging that it knows of the Company's intended use of the Goods and it has selected, designed, manufactured or assembled all of the Goods based on the Company's intended use; (iii) unless otherwise agreed to by the Company, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances whatsoever not previously consented to in writing by the Company; (vii) in conformance with any samples provided to the Company; (viii) registered with the Alberta Boilers Safety Association, or similar registration in the applicable jurisdiction, to the extent of any fitting designs included in or forming part of the Goods; and (ix) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
- (b) **Service Warranties:** Vendor has experience in performing its obligations in the Purchase Order and Vendor warrants that it shall perform all Services: (i) in a safe, efficient, and professional manner in accordance with the terms of the Purchase Order; (ii) exercising the skill, care, diligence, judgment, professionalism and integrity of a prudent, skilled and experienced service provider under similar circumstances; (iii) in accordance with all Specifications and all Company policies, directions and requirements; (iv) using only equipment and facilities that are fully

operational and maintained to the best industry standards; and (v) using only personnel who are fully skilled, trained, experienced, and qualified.

- (c) **Intellectual Property Warranty:** Vendor warrants that it has the right, title or interest to use any information, supplies, patented or copyrighted material, or any other materials, used in the manufacture or supply of the Goods and its use of information, supplies, patented or copyrighted material, or any other materials, for the performance of its obligations in the Purchase Order does not result in the disclosure of third party trade secrets or infringe upon any Intellectual Property Rights of any person. Vendor further warrants to the Company that at all times all Goods and Services will not be in violation of or infringe any Intellectual Property Rights of any person.
- (d) **Manufacturer Warranties:** Vendor shall assign to the Company all manufacturer's warranties for Goods not manufactured by or for the Vendor, and shall take all necessary steps as required by such third party manufacturer to effect assignment of such warranties to the Company.
- (e) **Additional Warranty:** Any additional warranty or additional warranty time period provided by the Vendor shall also apply.

11. **Warranty Remedies.**

- (a) For a period of 12 months from delivery of the Goods or completion of the Services, in the event of breach of any of the Vendor Warranties herein, Vendor shall, at the Company's option and without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), and at Vendor's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 5 days after notice by the Company to the Vendor of a warranty breach. All associated costs, including without limitation, all costs of re-performance, costs to inspect Goods and/or Services, to transport Goods from the Company to the Vendor and return shipment to the Company, and costs resulting from supply chain interruptions, will be borne by Vendor. If Goods are corrected or replaced or Services are re-performed, the Vendor Warranties herein will continue as to the corrected or replaced Goods and re-performed Services commencing on the date of acceptance by the Company of the corrected or replaced Goods or re-performed Services and extending for a further 12-month period. If Vendor fails to remedy a warranty breach in accordance with this Section, the Company may, without prejudice to any other right or remedy available to the Company, correct or replace the Goods or re-perform the Services at Vendor's expense.
- (b) In the event that any Goods provided by Vendor to the Company are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Vendor shall, at the Company's option and without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), and at Vendor's expense, promptly provide the Company with a commercially reasonable alternative, including the procurement for the Company of the right to

continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Company, or the modification of such Goods (without affecting functionality) to render such Goods non-infringing.

12. **Right of Removal.** Company may at any time object to any personnel provided by the Vendor in the performance of Vendor's obligations under the Purchase Order who, in the sole discretion of the Company, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard, are incompetent or negligent, or are otherwise not satisfactory. Upon notice by the Company of such objection, the Vendor shall, at the Vendor's expense, promptly withdraw and remove such personnel, and furnish replacement personnel satisfactory to the Company. Vendor shall not re-employ the removed personnel in connection with the Purchase Order without the prior written consent of the Company. Without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), Vendor shall be liable for and shall indemnify the Company for any costs, claims, losses and damages of any kind arising from negligence, defamation, wrongful discharge/dismissal or otherwise which the Company may suffer, sustain, pay or incur in connection with such removal and replacement of personnel, and will likewise indemnify, defend and hold harmless the Company against any third party claims in connection with this Section.

13. **Subcontracting.** Vendor shall not subcontract the whole or any part of its obligations hereunder without the prior written consent of the Company, which consent may be withheld in the Company's sole and arbitrary discretion. Where such consent is granted, Vendor shall not be released or relieved from any obligations or liabilities of Vendor in the Purchase Order, nor shall the Company be prevented from pursuing any legal or equitable remedies to which it may be entitled, and Vendor shall remain liable to the Company and indemnify the Company in accordance with the Company's indemnification rights hereunder for the acts and omissions of any subcontractor, and Vendor shall ensure that any subcontractor strictly adheres to all terms of the Purchase Order. Vendor shall, upon request, provide the Company with all details concerning any and all subcontracted work.

14. **Delays.** Vendor shall provide the Company with notice of delay immediately upon becoming aware of any occurrence which delays or, in Vendor's reasonable opinion, may delay the supply of Goods or the performance of any other obligation under the Purchase Order.

15. **Force Majeure.** Notwithstanding anything to the contrary in the Purchase Order, neither Party shall be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, fire, riots, natural disasters, health emergencies, epidemics, wars, sabotage or terrorism ("**Force Majeure**"). Should an event of Force Majeure make it impossible for a Party affected thereby to perform its obligations hereunder, such affected Party shall make all commercially reasonable efforts to reduce or mitigate the adverse impact of the event. The affected Party shall provide prompt notice to the non-affected Party when it considers an event of Force Majeure has

occurred and shall specify the mitigation actions of such affected party. If the adverse impact cannot be eliminated completely, such non-performance shall be excused for the duration of the event of Force Majeure. If, however, the event of Force Majeure lasts more than 10 days from the original notification, then the Purchase Order may be terminated in whole or in part by the non-affected Party.

16. **Compliance with Laws.** Vendor shall comply with, and shall ensure that its employees, consultants agents, and personnel comply with all applicable federal, provincial, state, and municipal laws, regulations, by-laws, standards and codes and all other applicable orders, rules, and regulations of any authority having jurisdiction where Vendor operates and respecting the Goods, including without limitation all applicable laws respecting the import, export, sale and shipping of the Goods, all applicable environmental laws, labour laws, immigration laws, employment standards codes and workers' compensation legislation or equivalent legislation.

17. **Compliance with Company Policies.** Vendor shall comply with, and shall ensure that its employees, consultants, agents, and personnel comply with the Company's Code of Conduct and Ethics Policy and environmental policies, all lawful directions and orders given by the Company, and all applicable Company policies and procedures, including without limitation, in regards to workplace conduct, diversity and inclusion, site access, safety, Vendor training and orientation, cyber security, and privacy. All Company policies are available to Vendor upon request to the Company.

18. **Intellectual Property.** All Intellectual Property Rights in and to the Goods shall vest in the Company free and clear of all liens and encumbrances upon payment for the Goods. To the extent that any Goods contain any intellectual property of Vendor, Vendor hereby grants to the Company a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Goods. Vendor agrees to provide to the Company all assistance reasonably requested by the Company to perfect such license and rights, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such license and rights in the Company and its successors and assigns.

19. **Materials Composition and Hazardous Materials.** Vendor agrees to provide, upon and as requested by the Company in order to satisfy any applicable laws governing the use of any hazardous substances, or to satisfy any other reasonable request: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of the whole or any part of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; and/or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, does not contain, and any Services do not require, the use of any hazardous substances identified by the Company.

20. **Safety and Site Operations.**

(a) Vendor shall comply with, and shall ensure that its employees, consultants, agents, and personnel comply with all applicable fire, safety, security, health, and

environmental laws and regulations, including without limitation, all safety, health and environmental requirements pursuant to any government permit, license, or authorization.

- (b) Vendor shall be solely responsible for ensuring the safety, security and health of its employees, consultants, agents, and personnel, and for ensuring that its activities do not compromise the safety and security of the personnel, equipment and operations of the Company, the Company's clients and other persons who enter the worksite. Vendor shall ensure that its personnel are knowledgeable of and utilize safety and security practices that are at least as stringent as those required by the Company in the performance of Vendor obligations pursuant to the Purchase Order. Vendor shall provide to its personnel, at its own expense, any and all safety gear and equipment required to protect against injuries during the performance of any Vendor obligations pursuant to the Purchase Order.
- (c) Vendor and all of its employees, consultants, agents, and personnel entering the property, premises or worksite of the Company or the Company's client shall comply with all applicable pre-access and site-specific requirements, including without limitation, alcohol and drug testing, safety and security training, and personal protective equipment requirements. It is Vendor's responsibility to determine and provide all personal protective equipment required to safely perform Vendor's obligations under the Purchase Order.
- (d) Vendor and each of its personnel must comply with and agree to any site-specific labour agreements, conditions or requirements (including hours of work) and all modifications or interpretations thereof from time to time.
- (e) Vendor must provide supporting documentation to the Company for evaluation and prior approval, including, as applicable and without limitation: (i) Company Certification – Welding; (ii) Technician's Certification – Welding; (iii) Procedures in writing, including Shop and Field Inspections; (iv) Inspection and Testing Plans (ITP); (v) Material Test Reports (MTR); and (vi) Mill Certificates.
- (f) Notwithstanding any training that is or is not required by the Company, the Vendor shall in all circumstances and at all times be responsible for ensuring the safety, security and health of its employees, consultants, agents, and personnel.

21. **Workers' Compensation.** Vendor shall upon request from the Company, or a third party acting on the Company's behalf, furnish the Company with written documentation from the applicable workers' compensation authorities, or equivalent authorities, of the province(s) where the Vendor is performing its obligations pursuant to the Purchase Order that Vendor, and any of its personnel, are in good standing with such authorities. No Vendor invoice shall be payable until such confirmation is received.

22. **Indemnification of the Company.**

- (a) For the purposes of this Section, "**Company Indemnified Parties**" means the Company, its affiliates, and their respective directors, officers, employees, consultants, representatives and agents.
- (b) Vendor shall indemnify, defend, and save harmless the Company Indemnified Parties from and against, any and all

claims, demands, actions, proceedings, fines, losses, costs, damages, expenses, legal fees (on a solicitor and own client basis) and all other liabilities of any kind brought against or incurred by Company Indemnified Parties or any of them arising out of:

- (i) death, bodily injury, or loss or damage to real or tangible personal property, including the Company's property, resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the Vendor Warranties hereunder;
 - (ii) any release, discharge, seepage or other escape of any substance, including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous, micro-organic, or of any other nature, attributable to Vendor's performance of its obligations pursuant to the Purchase Order;
 - (iii) any claim, whether actual, alleged, direct or contributory, that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person;
 - (iv) any intentional, wrongful or negligent act or omission of Vendor or any of its affiliates, subcontractors or personnel;
 - (v) any liens or encumbrances relating to any Goods or Services;
 - (vi) Vendor's breach of any of its obligations, representations or warranties under the Purchase Order, including without limitation, failure of Vendor to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction (including without limitation workers' compensation legislation); or
 - (vii) any action, suit or proceeding brought by any third party in connection with any of the foregoing.
- (c) Except to the extent of the Company's own negligence, Vendor shall make no claim or demand against the Company for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Vendor or any other person which arises out of or is connected with the Purchase Order or anything done or not done as required hereunder, or any errors or omissions of Vendor, and hereby waives as against the Company all such claims and demands.
- (d) The onus of establishing the existence and relative extent of any negligence of the Company shall be upon Vendor. The Company shall not be deemed to have caused or contributed to any claim or loss merely by reason of its knowledge, approval or acceptance of the Goods or the Specifications, or supplies, equipment, or procedures of the Vendor.
 - (e) No third party claim may be settled without the consent of the Company, which consent shall not be unreasonably withheld.
 - (f) This Section shall survive the expiration or termination of the Purchase Order and shall in no manner limit or restrict the liabilities and obligations of the Vendor provided for in the Purchase Order.

23. **Limitation of Liability.** EXCEPT FOR VENDOR'S OBLIGATIONS PURSUANT TO THE COMPANY'S

INDEMNIFICATION RIGHTS HEREUNDER, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THE PURCHASE ORDER.

(a) The Vendor will be liable for any loss or damage to equipment owned by the Company while in possession of the Vendor. This shall include but not be limited to damages or loss caused by:

(i) Misuse, abuse, intentional damage, vandalism, mischief, theft, the equipment being operated above rated capacity or by unqualified personnel or if operating instructions are not followed, failure of motors, failure to properly secure the equipment.

(b) The Vendor acknowledges that it maintains all certifications required to service the Company's equipment as well as knowledge related to any required operation of the equipment while in the possession of the Vendor.

24. Insurance.

(a) Vendor shall, without limiting its obligations or liabilities pursuant to the Purchase Order, obtain and continuously maintain at its own expense, for the duration of Vendor's performance of its obligations under the Purchase Order and for 24 months thereafter, in a form and with an insurance provider acceptable to the Company, the following insurance coverages, with certificates available to the company upon request:

(i) Comprehensive Commercial General Liability insurance with a limit of not less than \$5,000,000 per occurrence for personal or bodily injury, including death, or property damage, including loss of use. Such insurance policy shall by its wording or endorsement include without limitation the following:

(A) the Company and its affiliates (and their respective directors, officers, employees and agents) as an additional insured with respect to liability arising out of the obligations of the Vendor pursuant to the Purchase Order;

(B) waiver by the insurer of any right of subrogation against the Company;

(C) "cross liability and severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(D) blanket contractual liability, including the insurable liabilities assumed by the Vendor in the Purchase Order;

(E) broad form products and completed operations coverage;

(F) sudden and accidental pollution liability;

(G) forest fire fighting legal liability;

(H) non-owned automobile liability; and

(I) employer's liability.

- (ii) All Risk Property insurance covering Vendor's owned property (including Vendor's equipment) and non-owned property (including property of others in the care, custody, or control of Vendor or for which the Vendor has assumed liability), including coverage for any property while in transit or storage on a replacement cost basis. Such insurance policy shall include a waiver by the insurer of any right of subrogation against the Company. With respect to any property of the Company, such insurance policy shall contain a loss payee clause in favour of the Company and its affiliates.
- (iii) Workers Compensation insurance (or its equivalent) covering all Vendor's personnel and subcontractors in accordance with the statutory requirements in the relevant jurisdiction and pursuant to which Vendor shall reimburse the Company for any claims that the Company must pay for which Vendor is responsible.
- (iv) Automobile Liability insurance covering bodily injury and property damage in an amount not less than \$2,000,000 per occurrence, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Vendor and used in connection with the Purchase Order;
- (v) Professional liability insurance, if any part of Vendor's services involves the performance of professional services, then Vendor shall provide Professional liability errors and omissions insurance covering all claims arising out of errors and/or omissions of the Vendor or those for whom it is liable under this agreement for a limit of not less than Two Million Dollars (\$2,000,000) with a thirty-six (36) month extended reporting period;
- (vi) Aircraft Liability insurance, if any part of Vendor's services involves aircraft, then Vendor shall provide aircraft liability insurance covering owned, non-owned and hired aircraft used in connection with the services performed under this agreement, including Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than \$5,000,000 each occurrence; and
- (vii) any other insurance required by applicable law or as may be reasonably requested by the Company;
- (collectively, the "**Insurance Coverage**").
- (b) The Insurance Coverage shall be primary and not excess of any other insurance that may be available.
- (c) The Insurance Coverage shall be endorsed to provide the Company with not less than thirty (30) days written notice in advance of cancellation, change, or amendments restricting coverage.
- (d) Vendor shall provide written notice to the Company together with all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims under the Insurance Coverage as soon as practicable after the damage, loss, incident, or claim has been discovered.
- (e) Vendor is responsible for any deductible and excluded loss under any insurance policy. Any deductible or self-insurance shall be of a level acceptable to the Company.
- (f) Prior to any performance under the Purchase Order, Vendor

shall provide to the Company a copy of the certificate(s) of insurance evidencing the Insurance Coverage and a clearance certificate or similar instrument of the relevant Workers' Compensation authority. The Company, acting reasonably, may require updated insurance and Workers' Compensation clearance certificate(s) evidencing the renewal thereof.

- (g) The Company shall have no obligation to examine such certificate(s) or to advise Vendor if the Insurance Coverage is not in compliance with the Purchase Order. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply any waiver by the Company of the insurance requirements contained in the Purchase Order.
- (h) The Company reserves the right to maintain the Insurance Coverage in good standing at Vendor's expense and to require Vendor to obtain additional insurance where, in the Company's reasonable opinion, the circumstances so warrant. If the Vendor fails to maintain the Insurance Coverage required in the Purchase Order, the Company may, at its option and without prejudice to any other right or remedy available to the Company, terminate the Purchase Order without notice.

25. **Liens.** Vendor shall keep all property and premises of the Company and the Company's clients free from any and all labourers', materialmen's, builders' and mechanics' liens, and similar claims or encumbrances which are attributable to Vendor's performance of its obligations in the Purchase Order (collectively, a "**Lien**"). To the fullest extent permitted by law, Vendor waives all rights of any Lien against the property and premises of the Company. If Vendor fails to release and discharge any Lien promptly upon notice from the Company, the Company may, at its option and without prejudice to any other right or remedy available to the Company, take any and all steps to discharge or release the Lien, or otherwise deal with the Lien claimant, and Vendor shall pay to the Company any and all costs and expenses in so doing, including reasonable legal fees and expenses incurred. Notwithstanding any provision of the Purchase Order to the contrary, the Company shall be entitled to withhold from fees otherwise payable to the Vendor all such amounts as the Company may be required to holdback pursuant to any applicable federal, provincial or state legislation in respect of liens and similar claims and encumbrances.

26. **Confidentiality.**

- (a) For the purposes of the Purchase Order, "**Company Confidential Information**" shall mean any and all information, material, or data provided to Vendor by the Company or its affiliates, or obtained by Vendor in connection with performing its obligations under the Purchase Order, in any verbal, visual, written or electronic medium, whether it is marked confidential or restricted or not, and including without limitation:
 - (i) information, knowledge or data of an intellectual, technical, scientific, commercial, operational or industrial nature, or of a financial, cost, pricing, marketing or strategic nature relating to the business of the Company;
 - (ii) "personal information" (as defined in the *Personal*

Information Protection and Electronic Documents Act (Canada)) (and any applicable similar information protected by legislation in the relevant jurisdiction); and

- (iii) any information supplied by the Company that is clearly marked "Confidential";
but not including information in the public domain or information that at the time of disclosure was already known to Vendor on a non-confidential basis.
 - (b) Vendor shall:
 - (i) not make use of any Company Confidential Information for its own personal gain or for any purpose other than is required to perform its obligations pursuant to the Purchase Order;
 - (ii) not disclose any Company Confidential Information to any person except Vendor's employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of Vendor's obligations pursuant to the Purchase Order, but only where Vendor ensures that such persons are under obligations of confidentiality identical in principle to those in this Section;
 - (iii) employ diligent efforts and exercise reasonable care to hold all Company Confidential Information in the strictest confidence;
 - (iv) not use the Company's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of the Purchase Order or Vendor's relationship with the Company without the prior written consent of the Company; and
 - (v) without prejudice to any other right or remedy available to the Company, be liable to and indemnify the Company in accordance with the Company's indemnification rights hereunder for any breach of this Section by Vendor or its employees, consultants, subcontractors or agents.
 - (c) Neither Party shall disclose the terms of the Purchase Order or amounts paid hereunder: (i) without the other Party's written consent, except to a Party's employees, professional advisors and insurers who have a need to know such information, but only where the Party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section; and (ii) except as required by law, provided that the Party from whom disclosure is required pursuant to law shall promptly notify the other Party so that such other Party has an opportunity to oppose such disclosure.
 - (d) The Company shall not disclose Vendor's information respecting pricing or any information supplied by Vendor that is clearly marked "Confidential" to any person except the Company's employees, consultants, subcontractors and agents who have a need to know such information.
 - (e) This Section shall survive the expiration or termination of the Purchase Order.
27. **Termination for Convenience.**
- (a) The Company may at any time and without payment of any penalty or damages, cancel the undelivered portion of any Goods or Services and terminate the Purchase Order, in whole or in part, upon at least five (5) days' notice in writing to Vendor specifying the effective date of

- termination.
- (b) Upon such termination for convenience:
- (i) Company shall be entitled to take possession of the Goods as is;
 - (ii) Vendor shall be entitled to invoice the Company for conforming Goods and Services delivered prior to the date of termination and not previously invoiced;
 - (iii) Vendor shall immediately repay to the Company all amounts, including taxes, paid by the Company, net of the purchase price of conforming Goods and Services delivered prior to termination;
 - (iv) other than reasonably cooperating with the Company in connection with the termination and transition of Goods and Services (including the transfer of all data regarding Goods and Services delivered prior to termination), Vendor shall, upon receipt of the termination notice from the Company, immediately discontinue any efforts in respect of the provision of the Goods and Services; and
 - (v) the Company shall have no liability whatsoever to Vendor except for payment for conforming Goods and Services delivered prior to termination.
28. **Termination on Default.**
- (a) The Company may at any time and without payment of any penalty or damages, cancel the undelivered portion of any Goods or Services and terminate the Purchase Order, in whole or in part, effective immediately upon an Event of Default by Vendor. For the purposes of the Purchase Order, an "**Event of Default**" shall mean any of the following:
- (i) breach of a material provision of the Purchase Order by Vendor, including without limitation, failure by Vendor to supply any Goods or perform any Services or to comply with any of its obligations in accordance with the Purchase Order;
 - (ii) Vendor ceases or threatens to cease conducting business, or in the reasonable opinion of the Company will be unable to continue conducting business;
 - (iii) any petition, proceeding or other action under any law relating to bankruptcy or insolvency is filed or instituted by or against Vendor; or
 - (iv) Vendor subcontracts the performance of any of its obligations in the Purchase Order without the prior written consent of the Company or makes an unauthorized assignment of the Purchase Order.
- (b) Upon such termination for an Event of Default:
- (i) Company shall be entitled to take possession of the Goods as is;
 - (ii) Vendor shall be entitled to invoice the Company for conforming Goods and Services delivered prior to the date of termination and not previously invoiced;
 - (iii) Vendor shall immediately repay to the Company all amounts, including taxes, paid by the Company, net of the purchase price of conforming Goods and Services delivered prior to termination;
 - (iv) Vendor shall promptly pay to the Company all costs incurred and evidenced by the Company to complete, or remedy the deficiencies in, or otherwise obtain supply of the Goods and Services, as indicated in evidence provided by the Company of such costs;
 - (v) other than reasonably cooperating with the Company in connection with the termination and transition of Goods and Services (including the transfer of all data regarding Goods and Services delivered prior to termination), Vendor shall, upon receipt of the termination notice from the Company, immediately discontinue any efforts in respect of the provision of the Goods and Services; and
 - (vi) the Company shall have no liability whatsoever to Vendor except for payment for conforming Goods and Services delivered prior to termination.
29. **Assignment.** The Purchase Order is not assignable by Vendor without the prior written consent of the Company, which consent may be arbitrarily withheld. Any purported assignment by Vendor of any of its rights, duties, or obligations in the Purchase Order without the Company's prior written consent shall be voidable by the Company at its option. Vendor shall not in any event be released from its duties and obligations in the Purchase Order and will remain jointly and severally liable with any permitted assignee for any obligations assigned. The Company may assign the Purchase Order, in whole or in part, without Vendor's consent.
30. **Setoff.** The Company shall be entitled at all times to set off at law and/or in equity any amount owing from the Vendor to the Company against any amount due or owing to the Vendor firstly, with respect to the Purchase Order and secondly, with respect to any other agreement between the Company and the Vendor.
31. **No Exclusivity.** Vendor acknowledges that it is not the exclusive supplier of the Goods or Services to the Company, and that the Company may, from time to time, purchase goods and related services similar or identical to the Goods and Services from other suppliers at the Company's sole discretion, and that no guarantee of any quantity of Goods either in volume or dollar value is given or implied by the Purchase Order.
32. **Independent Contractor.** The Parties hereto agree that the Vendor is an independent contractor, that nothing in the Purchase Order shall be construed as establishing or implying between the Parties any employment relationship, any fiduciary relationship, any joint venture or partnership, or any joint and several liability, and that nothing in the Purchase Order shall be deemed to constitute any of the Parties as the agent of another Party, or to authorize any Party to incur any expenses on behalf of another Party, or to commit, bind or represent another Party in any way whatsoever. Vendor and its agents, employees, consultants or subcontractors shall at no time be deemed to be agents, employees, consultants or subcontractors of the Company, or be deemed to be under the control or supervision of the Company. Without the prior written consent of the Company, Vendor shall not carry on any activity that could be construed as being on behalf of the Company or its affiliates.
33. **Dispute Resolution.**
- (a) If any dispute, claim or controversy (a "**Dispute**") arises with respect to the Purchase Order, the Parties shall use their best efforts to settle the Dispute through direct consultation and negotiation with each other, acting reasonably and in good faith.
 - (b) If the Parties do not resolve the Dispute within 60 days

following the first notice of the Dispute by any Party to the other, then upon written notice by any Party to another, the Dispute shall be referred to non-binding mediated negotiation with the assistance of a neutral person agreeable to the Parties, acting reasonably. The mediation shall take place in the City of Calgary.

- (c) If the Parties do not resolve the Dispute within 60 days of the commencement of the mediation, then either Party may refer the Dispute to an arbitration proceeding in accordance with the *Arbitration Act* (Alberta). The arbitration shall take place in the City of Calgary.

34. **Entire Agreement; Invoice Terms of No Effect.** The Purchase Order constitutes the entire agreement of the Parties hereto concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon the Parties with respect to its subject matter. The Purchase Order supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to its subject matter. The Purchase Order shall supersede any terms of any bid, proposal, quotation, order confirmation, invoice or like documents originating from Vendor, which terms shall not be applicable to the Purchase Order and shall not be considered to be Vendor's exceptions to the Purchase Order. Notwithstanding the foregoing, should there be any general or master or like agreement for the Goods and Services concurrently in effect between the Vendor and the Company, such agreement shall supersede and govern the performance of the Purchase Order.

35. **Survival.** Any provision of the Purchase Order which expressly or by implication from its nature is intended to survive termination, expiry or completion of the Purchase Order will do so, including without limitation, the provisions with reference headings: 'Right of Audit', 'Vendor Warranties', 'Warranty Remedies', 'Indemnification of the Company' and 'Confidentiality'.

36. **No Waiver.** Neither Party shall be deemed to have waived the exercise of any right that it holds pursuant to the Purchase Order unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.

37. **Further Assurances.** The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to the Purchase Order and every part thereof.

38. **Notices.** Any notice, demand, approval, consent or other

communication that may be or is required to be given pursuant to the Purchase Order shall be in writing, signed by an authorized officer, agent or employee of the Party, and shall be delivered in person or sent by registered mail, facsimile or email to the address of the receiving Party set forth in the Purchase Order (or such different address as may be designated by such Party by written notice to the other Party, or at any later address last known to the sender). Any notice or other communication contemplated in the Purchase Order shall be deemed to have been given or received by the receiving Party, as applicable: (a) on the date sent when sent by email or confirmed facsimile transmission prior to 5:00pm local time in the place of receipt; or (b) three (3) business days after being sent by registered mail.

39. **Currency.** All dollar amounts in the Purchase Order refer to Canadian dollars, and all payments required to be paid hereunder will be paid in Canadian dollars unless otherwise agreed by all the Parties hereto.

40. **Governing Law.** All matters arising out of or relating to the Purchase Order shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without giving effect to any conflict of laws rules whether of the Province of Alberta or any other jurisdiction. Each Party hereby irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta situated in the City of Calgary.

41. **Miscellaneous.** The Purchase Order shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Headings and the division into sections, schedules and other subdivisions used herein are for convenience of reference only and shall not affect the interpretation of the Purchase Order or any provision herein. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. No modification or amendment of the Purchase Order shall be binding unless in writing signed by all of the Parties hereto. If any provision of the Purchase Order is determined by a court of competent jurisdiction, arbitration panel or other official finder of fact to be invalid or unenforceable in whole or in part, such determination shall not affect the validity or enforceability of any other provision of the Purchase Order. Time is of the essence of the Purchase Order. All rights and remedies hereunder are cumulative and not alternative, exclusive or exhaustive. The Purchase Order may be executed in counterparts and transmitted by electronic means, each of which when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument.

Exhibit 1 to Purchase Order Terms & Conditions

Specifications

Rolled Plate (Shells and Rolled Plate Nozzle Reinforcing Pads)

1. Material: SA-516-70 or SA-516-70 Normalized (SA-516-70N) as specified on Purchase Order.
2. 30 degree outside bevel- no land. A/A. [Excluding Reinforcing Pads]
3. Longitudinal seam tack-welded using a Welding Procedure Specification that meets all the requirements of ASME Section IX; one-eighth inch welding gap – no land. If the Purchase Order specifies welding of the longitudinal seam, then a Partial Data Report must be supplied for this item.
4. Must conform to ASME Section VIII, Div. 1, paragraph UG-79 and referenced paragraphs or UHA-44 when applicable.
5. All ASME Code required material markings must be accurately transferred to this item or, if a coded marking system is used to maintain traceability to the original Code required markings and the material test report for formed items, the coded marking system used must be accepted prior to confirming this order.
6. Material test reports must be supplied for this item(s). CRN #'s required with MTRs.
7. This item(s) must meet the ASME Section II, Latest Edition material specification, and general specifications applicable to the product form.

A. Formed Plate (Heads and Formed Plate Nozzle Reinforcing Pads)

1. Material: SA-516-70 or SA-516-70 Normalized (SA-516-70N) as specified on Purchase Order.
2. 2:1 Semi – Ellipsoidal, 2-inch Straight Flange.
3. 30 degree outside bevel – no land [Excluding Reinforcing Pads].
4. Must conform to ASME Section VIII, Div. 1, paragraph UG-79 and referenced paragraphs or UHA-44 when applicable.
5. All ASME Code required material markings must be accurately transferred to this item or, if a coded marking system is used to maintain traceability to the original Code required markings and the material test report for formed items, the coded marking system used must be accepted prior to confirming this order.
6. Material test reports must be supplied for this item(s). CRN #'s required with MTRs.
7. This item(s) must meet the ASME Section II, Latest Edition material specification, and general specifications applicable to the product form.

B. Rolled Plate (Skirt Material and Rolled Plate Saddle Pads or Wear Plates)

1. Material: SA-516-70 or SA-516-70 Normalized (SA-516-70N) as specified on Purchase Order.
2. 30-degree bevel – square cut ends. [Excluding Saddle Pads or Wear Plates]
3. Longitudinal seam tack-welded using a Welding Procedure Specification that meets all of the requirements of ASME Section IX; one-eighth inch welding gap – no land. If the Purchase Order specifies welding of the longitudinal seam then a Partial Data Report must be supplied for this item.
4. Must conform to ASME Section VIII, Div. 1, paragraph UG-79 and referenced paragraphs or UHA-44 when applicable.
5. All ASME Code required material markings must be accurately transferred to this item or, if a coded marking system is used to maintain traceability to the original Code required markings and the material test report for formed items, the coded marking system used must be accepted prior to confirming this order.
6. Material test reports must be supplied for this item(s). CRN #'s required with MTRs.
7. This item(s) must meet the ASME Section II, Latest Edition material specification, and general specifications applicable to the product form.

C. Pipe

1. Material: SA – 106 – B seamless pipe or SA – 333 Gr. 6 seamless pipe as specified on Purchase Order.
2. Material Test reports must be supplied for this item(s).
3. For cut lengths all markings required by the material specification must be accurately transferred to this item.
4. This item(s) must meet the ASME Section II, Latest Edition material specification, and general specifications applicable to the product form.

D. Flanges and Fittings

1. Material: SA-105, SA-105 Normalized to Supplementary Requirement S-2 (SA-105N), SA-234-WPB, SA-350-LF2, or SA-420-WPL6 as specified on Purchase Order.
2. Fitting designs must be registered with the Alberta Boilers Safety Association for this item(s). Canadian Registration Number(s) must be available upon request.
3. Material Test Reports must be supplied for this item(s).
4. This item(s) must meet the ASME Section II, Latest Edition material specifications, and general specifications applicable to the product form.
5. Unless otherwise specified all Pipe Flanges and Flanged Fittings shall be in accordance with ASME B16.9 at time of order.
6. Unless otherwise specified all Factory-Made Wrought Steel Butt welding Fittings shall be in accordance with ASME B16 (latest edition)
7. Unless otherwise specified all Forged Fittings, Socket-Welding and Threaded shall be in accordance with ASME B16.11 (latest edition)

E. Welding Consumables

1. All welding consumables must conform to the SFA specification and AWS classification listed on the Purchase Order.