



1. Definitions, Application of Conditions and Interpretations

(a) In these Conditions the following words shall have the following meanings unless the context dictates otherwise:

"Attachments"	means those exhibits and other documents attached to the Purchase Order other than these Conditions and which are specified in the Purchase Order.
"Conditions"	means these Questor General Terms and Conditions for the Purchase of Goods and Services.
"Deliverables"	means those specific Goods and/or Services to be supplied and Delivered by Seller in its performance of the Purchase Order.
"Delivery"	means the delivery of the Goods and or Services to the delivery location(s) specified in the Purchase Order and "Deliver" or "Delivered" shall have the same meaning.
"Date Required"	means the date(s) for Delivery of the Goods and or Services as specified in the Purchase Order and any Attachments.
"Effective Date"	means the date the Purchase Order is issued by Questor.
"Force Majeure Event"	has the meaning given to the term within Article 8.1.
"Goods"	means those Goods to be supplied and Delivered by Seller pursuant to the Purchase Order and any Attachments.
"Maximum Liability Amount"	has the meaning given to the term within Article 11.2.
"Purchase Order"	means an authorization issued by Questor pursuant to these Conditions and any Attachments hereto.
"Purchase Price"	means the amount Questor shall pay Seller for the supply and Delivery of the Goods and or Services and the complete performance of the Purchase Order in accordance with the Purchase Order.
"Questor"	means either Questor Technology Inc. or Questor Solutions and Technology Inc. as specified in the Purchase Order.
"Questor Indemnified Parties"	has the meaning given to the term within Article 11.
"Records"	has the meaning given to the term within Article 15.3.
"Seller"	means the person, firm or company who accepts Questor's Purchase Order and includes its employees, agents and subcontractors.
"Seller Group"	means the Seller, its subcontractors, its and their affiliates, its and their respective directors, officers and employees (including agency personnel).
"Services"	Means the Services to be supplied and Delivered by Seller pursuant to the Purchase Order and any Attachments.
"Work Product"	has the meaning specified in Article 24.1.

(b) These Conditions shall govern the Purchase Order together with any Attachments, to the entire exclusion of all other terms and conditions. These Conditions, the Purchase Order and any Attachments form the entire agreement between the Seller and Questor with respect to the Goods and or Services and the obligations relating thereto and constitute a legal, valid and binding obligation of the parties. If there is a conflict or inconsistency between any other part of these Conditions, the Purchase Order or any Attachments, these Conditions shall prevail over the other terms and conditions. If Seller performs any work with respect to the Goods and or Services prior to the Effective Date, the provisions of these Conditions shall apply to such Goods and or Services.

- (c) The terms "including" and "includes" mean "including without limitation".
- (d) Questor's right to require strict performance of these Conditions and the Purchase Order shall not be affected by any previous waiver or course of dealing.
- (e) Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically (with a read receipt) or registered mail to the individual and at the physical or electronic address or phone number referenced in the Purchase Order.
- (f) The invalidity or unenforceability of any provision of these Conditions shall not affect the validity or enforceability of any other provision of these Conditions.
- (g) The rights and remedies provided by these Conditions are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise and shall extend to Questor, its successors and assigns.
- (h) The covenants, conditions and provisions contained in these Conditions, including confidentiality obligations, audit rights, warranties and indemnities shall survive termination and expiry of these Conditions for the benefit of the party to whom they are given. In addition, the expiry or termination of these Conditions does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.
- (i) The Purchase Order may be executed and delivered by the parties in counterparts and by facsimile or other electronic means and when a counterpart has been executed and Delivered by each of the parties, by facsimile, electronic copy or otherwise, all such counterparts, facsimiles and electronic copies shall together constitute one agreement.
- (j) Neither these Conditions nor the Purchase Order may be modified unless agreed to in writing by both parties.
- (k) The parties acknowledge that they have been afforded the opportunity to receive independent legal advice concerning these Conditions and, if the Seller has accepted a Purchase Order without the benefit of independent legal advice, it fully understands the provisions of these Conditions and hereby waives the right to receive independent legal advice. Accordingly, no provision in these Conditions shall be interpreted for or against any party because that party or its legal counsel drafted such provision, and the *contra proferentum* rule of construction shall have no application in the interpretation of these Conditions or the Purchase Order.
- (l) Seller shall, at Questor's reasonable request, provide such information and support, documentation, evidence, and testimony, related to the Goods and or Services and Work Product to such regulatory authorities as Questor may direct.

2. Standard of Performance

- 2.1 Seller shall supply and Deliver the Goods and or Services (a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence expected of a reputable and experienced contractor specializing in the provision of Goods and or Services similar to the Goods and or Services, (b) in strict conformance with these Conditions, the Purchase Order and any specification, drawing or other description supplied or advised by Questor to Seller, and (c) in accordance with all applicable laws, ordinance, regulations and permits and in accordance with any by-laws, code of ethics and rules and regulations established from time to time by any other regulatory body which may govern Seller or regulate the provision of Goods and or Services similar to the those contemplated in the Purchase Order. Seller shall furnish all skills, labour, supervision, equipment, materials and supplies required to provide the Goods and or Services to Questor.
- 2.2 Seller shall conduct its operations in a lawful manner, consistent with the highest ethical standards of its trade and shall exercise all care and diligence to prevent any actions or conditions which could result in a conflict with Questor's best interests, including, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering substantial gifts, extravagant entertainment, payments, loans, or other considerations for the purpose of influencing individuals, corporations, government officials or any entities in any way. Seller must comply with all applicable laws related to anti-bribery legislation, including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada) and with all reasonable Questor requests for information and comply with all applicable laws related to anti-slavery legislation, including, but not limited to, the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (Canada).



3. Permits

- 3.1 Seller shall obtain and maintain all permits, licenses and/or regulatory requirements or approvals which may be required to authorize it to Deliver the Goods and or Services or otherwise satisfy its obligations pursuant to the Purchase Order and Seller agrees to observe and comply with the terms and conditions of any such permit.
- 3.2 In addition, in the event that Seller shall require access to any Questor designated work site or delivery site, Seller warrants to Questor that it has registered with a safety compliance and risk management program and meets all the necessary requirements. In the event that Seller does not register with a compliance and risk management program, Questor shall be entitled to terminate the Purchase Order pursuant to these Conditions.

4. Questor Provided Information

- 4.1 Seller agrees it has reviewed and fully understands Questor's requirements for the Goods and or Services and has reviewed in their entirety the documents comprising the Purchase Order, including any specifications, drawings and/or other requirements contained as an Attachment and that any risks related thereto are considered and accounted for in the Purchase Price and the Date Required.
- 4.2 Unless specifically stated otherwise therein, Seller may rely upon the accuracy and completeness of all information provided by Questor to Seller which is included as an Attachment, provided that, if at any time during the performance of any work subject to the Purchase Order, Seller discovers or ought to have discovered any errors, inconsistencies or omissions in any such information, Seller shall promptly notify Questor and not proceed further with the affected Goods and or Services until Questor has provided written instructions.

5. Risk of Loss, Care, Custody and Control and Title

- 5.1 Notwithstanding the transfer of title, the Goods and or Services, and any components thereof, shall remain at the sole risk of Seller until Delivery of the Goods and or Services to Questor at which time property in the Goods and or Services shall pass to Questor, except to the extent that, notwithstanding completion, the Goods and or Services remain in Seller's care, custody or control, in which case Seller shall be liable for and shall indemnify and hold harmless Questor and its affiliates and each of their respective personnel from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal fees on a solicitor client basis), costs, obligations and causes of action of every kind and nature whatsoever in respect of loss or damage to or caused by such Goods and or Services.
- 5.2 Notwithstanding Article 5.1, Questor shall acquire a property interest and title to the Goods and or Services provided by Seller in respect of the Goods and or Services as follows:
 - (a) at any time prior to Delivery to Questor, Questor shall acquire a property interest and title in the Goods and or Services equivalent to the percentage which the cumulative amount of Questor's payments for such Goods and or Services bears to the portion of the total Purchase Price of such items; and
 - (b) on Delivery of the Goods and or Services to Questor, Questor shall acquire the entire property interest and title in the Goods and or Services whether yet paid in full or not.

The Seller shall execute and deliver such bills of sale and other documents as Questor may require to give effect to the foregoing. Materials or Goods and or Services in progress funded by Questor's progress payments shall at all stages of manufacture be clearly identified and visibly tagged or marked by the Seller as the property of Questor.

- 5.3 Seller hereby warrants that, at the time property interest and title is to pass to Questor hereunder, Seller shall:
 - (a) be the lawful owner of the Goods and or Services;
 - (b) deliver title to the Goods and or Services free and clear of any defects in title or any claims, liens, restrictions, reservations, security interests, charges or encumbrances whatsoever or howsoever among thereon; and
 - (c) have the legal right to convey and transfer title to the Goods and or Services.

6. Questor Inspection and Acceptance Rights

- 6.1 The performance of any work subject to these Conditions and the Purchase Order and all of the Goods and or Services shall at all times be subject to Questor's inspection and review. Seller shall provide Questor with reasonable access to the Seller's, or any member of Seller Group's, facilities for such purposes.
- 6.2 Questor's inspection or review of, or failure to inspect or review, the Goods and or Services or any obligation within these Conditions or the Purchase Order by Seller shall not relieve Seller of any obligations under these Conditions or the Purchase Order, or be deemed acceptance by Questor of such work or constitute a waiver of the foregoing.
- 6.3 The Goods and or Services shall not be deemed Delivered until Questor has accepted and confirmed Delivery of the Goods and or Services in writing, acting reasonably. Any acceptance by Questor shall in no way prejudice Questor's rights or otherwise release or limit Seller's obligations hereunder.

7. Delay and Extensions of Time

- 7.1 *Timing.* Time is of the essence herein with respect to Delivery of the Goods and or Services. The Goods and or Services shall be Delivered to the location(s) specified in the Purchase Order, or such other time periods specified herein.
- 7.2 *Delay.* Questor shall only be responsible for delayed Delivery of the Goods and or Services to the extent such delay is due to Questor's fault, provided that Seller shall provide notice to Questor no later than five calendar days after Seller becomes aware or ought to have become aware of such delay. Seller shall not be entitled to any relief in the event Seller does not provide notice within such time period.
- 7.3 *Notice of Delay.* Seller shall provide Questor with written notice if, at any time during the performance of the Purchase Order, Seller believes it will be unable to Deliver the Goods and or Services in accordance with the time-periods specified in the Purchase Order. Seller shall specify the reasons for such delay. Such written notice shall be promptly provided to Questor, but no later than three calendar days after Seller becomes aware of such delay.
- 7.4 *Acceleration.* Questor shall have the right, at any time, to request Seller to take action, such as to reallocate resources, to work overtime or extra shifts, or to provide such additional labour, equipment or materials or cooperate with a third party, such that Seller's Delivery of the Goods and or Services is accelerated. If such actions are required due to delay caused by any member of Seller Group in the performance of the Purchase Order, all costs and expenses to the extent related thereto shall be for Seller's account.
- 7.5 *Delivery Requirements.* Seller shall comply with all Questor access, safety and other conditions and policies, along with such other policies and procedures that may be provided by Questor to Seller from time to time.

8. Force Majeure

- 8.1 For purposes of these Conditions, a "Force Majeure Event" means an event or circumstance which is not within the reasonable control of the party claiming such event, does not arise by the reason of the negligence or default of such party and which such party could not reasonably foresee, prevent or overcome, and, provided that the foregoing requirements have been met, includes:
 - (a) acts of God, including action of the elements, epidemics, landslides, earthquakes, floods, or natural disaster;
 - (b) industry-wide and provincial-wide strikes, work stoppages, restraints of labour, or other industrial/labour disturbances;
 - (c) acts of the public enemy, including wars which are either declared or undeclared, terrorism, blockades and insurrections; and
 - (d) any act or failure to act by federal or provincial governments or any applicable authority responsible for the Goods and or Services.

Notwithstanding the foregoing, the following shall not be considered a Force Majeure Event:

- (e) a lack of funds or inability to pay amounts owed under the Purchase Order for any reason whatsoever or an inability to use available funds;



- (f) the default or delay of any contractor of, or contractor to, a party (except where constituting, caused by or arising out of an event or circumstance which satisfies the requirements of paragraphs (a) to (d) above);
- (g) except in the circumstances described in paragraph (b) above, shortages or non-availability of labour, accommodation, materials, supplies or other resources; and
- (h) seasonal conditions or weather, including the seasonal conditions of any access roads to the site.

8.2 If Seller is the claiming party pursuant to Article 8.1, each reference to such party within Article 8.1 shall be deemed to include any member of Seller Group.

8.3 If either party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under the Conditions or the Purchase Order, other than its obligations to make payment of monies due hereunder, such party shall give written notice to the other party promptly after it becomes aware, or should have become aware of, the occurrence thereof, but in any event no later than three calendar days after the commencement of the Force Majeure Event. Such written notice shall state full particulars of such Force Majeure Event, its anticipated duration, and shall specify the obligations which such party is or will be rendered unable to perform. If such notice is not given within such time period, the claiming party will not be entitled to the relief provided by this Article 8.

8.4 The obligations of the party that cannot be performed because of the Force Majeure Event shall be excused from performance during the continuance of any inability to perform caused by the Force Majeure Event, provided that the excused party takes reasonable efforts to mitigate and remedy the effect of the Force Majeure Event as soon as possible and complies with this Article.

8.5 The time period for a party's excuse from performance arising from the Force Majeure Event shall be of no longer duration than is required to remedy such Force Majeure Event. The excused party shall give the other party written notice as soon as the Force Majeure Event has ceased to affect the performance of the excused party's obligations and shall state in such written notice when performance of such obligations will resume.

8.6 In the event that some or all of the obligations within these Conditions or the Purchase Order are suspended as a result of a Force Majeure Event and the suspension will affect Seller's ability to Deliver the Goods and or Services by the applicable Delivery date(s), Seller may, within a reasonable period of time after the Force Majeure Event has ceased to affect the performance of the excused party's obligations, request an extension of time and a change to the Date Required to a later date in accordance with Article 9.

8.7 Neither party shall be entitled to payment from the other party for any costs or expenses incurred by it as a result of the suspension of some or all of the obligations within these Conditions or the Purchase Order due to the Force Majeure Event nor shall there be any modification to the Purchase Price as a result of such Force Majeure Event.

9. Changes

9.1 Seller shall not, without Questor's prior written authorization in the form of a change order, alter, substitute, add or remove any of the Goods and or Services or the timing for their Delivery as specified in the Purchase Order. Seller is not entitled to payment for any changes to the Goods and or Services or the supply of other Goods and or Services unless specifically agreed to in writing by Questor prior to such change being made. Questor, by the issuance of a written change order may alter, substitute or add or remove any of the Goods and or Services. Upon acceptance by the Seller, each change order will be incorporated into the Purchase Order and take precedence over the original Purchase Order in the event of any inconsistency.

9.2 Change orders shall be executed by each of Questor's and the Seller's authorized person.

10. Insurance

10.1 Seller shall, without limiting its obligations or liabilities hereto, obtain and maintain during the term of the Purchase Order, at Seller's sole cost and expense, reasonable insurance coverage, including the following minimum insurance coverage and such other insurance as may be required from time to time in the course of providing the Goods and or Services:

- (a) Workers Compensation covering all personnel engaged in the performance of the Purchase Order in accordance with the statutory requirements of the jurisdiction in which the Purchase Order is performed;

- (b) Automobile liability insurance covering all motor vehicles owned, leased or licensed by Seller with a minimum limit of \$5,000,000;
 - (c) Comprehensive General Liability Insurance, on a per occurrence basis, with a bodily injury, death and property damage limit of \$5,000,000 inclusive, and contains cross liability and separation of insured coverage;
 - (d) Insurance covering loss of or damage to property, on a per occurrence basis, with policy limits and coverage of \$5,000,000 inclusive; and
 - (e) Professional errors and omissions policies with policy limits and coverage reasonably acceptable to Questor, as Questor may require from time to time.
- 10.2 Seller shall provide certificates of insurances evidencing the aforementioned insurances upon written request from Questor. Neither the requirement of Seller to obtain and maintain such insurances nor Questor's acceptance of such certificate(s) of insurance will in any manner limit or qualify the liabilities and obligations assumed by Seller under the Purchase Order.
- 10.3 Seller shall ensure Questor is named as an additional insured under the comprehensive general liability insurance and loss or damage to property policies of insurance required herein and shall ensure that such policies of insurance contain a waiver of subrogation in favour of Questor. At the request of Questor, Seller shall furnish endorsements to Questor evidencing compliance with this Article 10.3.
- 10.4 Seller shall ensure that all insurance coverage stipulated herein is provided by an insurer registered to provide insurance in the Province of Alberta.

11. Indemnity and Liability

- 11.1 Seller shall be liable for and indemnify and hold harmless Questor, its directors, officers, employees, secondees, representatives, agents, and contractors and their respective representatives, agents and employees (collectively, the "Questor Indemnified Parties") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses on a solicitor client basis), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought against, or suffered or incurred by, the Questor Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the negligence of, the breach of these Conditions or the Purchase Order or other act or omission of fault by any member of Seller Group.
- 11.2 Seller's total liability to Questor pursuant to the Purchase Order shall be limited to an amount equal to the Purchase Price, exclusive of any proceeds of insurance (the "Maximum Liability Amount"). Notwithstanding the foregoing, Seller's liability to Questor shall not be limited to the Maximum Liability Amount in the following circumstances:
- (a) Relating to any warranty obligations or re-work provided by Seller;
 - (b) any third party claims suffered by Questor arising from Seller's negligent acts or omissions or other acts or omissions of fault;
 - (c) any liability, damages or costs suffered or incurred by Questor arising out of the gross negligence or willful misconduct of Seller; or
 - (d) any liability, damages or costs suffered or incurred by Questor arising out of a breach of Articles 14.4 (Taxes), 17 (Liens), 19 (Confidentiality), and/or 24 (Work Product and Intellectual Property).

12. No Consequential Liability

- 12.1 Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, lost profits, loss of opportunity or increased costs of operations, other than to the extent available from any proceeds of insurance available pursuant to Article 10. Notwithstanding the foregoing, Seller's liability for those matters specified in Articles 11.2(a) through 11.2(d) shall not be limited by this Section.

13. Warranty and Inspection

- 13.1 *Warranty.* Seller warrants to Questor that any Goods and or Services provided shall (a) be free from liens, encumbrances or other charge; (b) in accordance with Seller's standard of performance specified in Article 2; (c) not constitute or induce an infringement of any third party intellectual property rights; (d) be of the best available design, materials, quality and workmanship; (e) be fit for use for their ordinary intended purpose; (f) be free from defects or deficiencies; and (g) be in strict compliance with the Purchase Order. Seller shall promptly re-provide, at its sole cost and expense, any Goods and or Services that do not conform to the foregoing requirements.
- 13.2 *Warranty Period.* Seller's warranty for the Goods and or Services shall apply from the date of Delivery of the Goods and or Services to Questor until the later of either: (a) 18 months after Delivery of the Goods and or Services; or (b) 12 months after being put into usage. If any Goods and or Services are re-provided pursuant to the aforementioned warranty, Seller shall warrant such re-provided Goods and or Services for another 12 months from the date such Goods and or Services were re-provided. Seller shall commence such re-provision of the Goods and or Services within 10 calendar day of any such written request from Questor.

14. Compensation for Goods and or Services; Currency and Taxes

- 14.1 *Compensation.* Unless a written change is agreed to pursuant to Article 9 herein, the Purchase Price shall be the sole compensation owed by Questor to Seller for the supply and Delivery of the Goods and or Services and complete performance of the Purchase Order.
- 14.2 *Currency.* Any compensation for the Goods and or Services shall be in Canadian funds, unless otherwise stated in the Purchase Order.
- 14.3 *Taxes.* Any compensation owing to Seller is inclusive of all custom duties, charges, taxes and all other costs and expenses in connection with the performance of the Purchase Order other than GST.
- 14.4 Seller is exclusively liable for, and shall pay before delinquency, all custom duties, charges, taxes and other amounts owing for all items incorporated into any Goods and shall indemnify Questor from all claims and liabilities arising from Seller's failure to do so.

15. Payment Terms and Audit

- 15.1 *Invoicing.* Seller shall invoice Questor on a monthly basis for any Goods and or Services Delivered to Questor in the amounts specified for such Delivered Goods and or Services. Questor shall have no obligation to make payment to Seller until Goods and or Services have been Delivered to Questor in accordance with the Purchase Order.
- 15.2 *Payment.* Questor shall pay all undisputed amounts specified in each such invoice in accordance with the Purchase Order. Each invoice shall reference the Purchase Order by number and, if applicable, specify Seller's GST registration number. No amounts shall be considered due and owing by Questor if subject to a bona fide dispute or at any time a lien is registered against the Questor site, the Goods and or Services or property of Questor which relates in any way whatsoever to the Purchase Order.
- 15.3 *Books, Records and Audit.* Seller shall keep books, accounts, records and documentation ("Records") for the purpose of verifying the proper performance by Seller of its obligations under the Purchase Order. Questor may audit all such Records for the purpose of verifying the proper performance by Seller of its obligations under the Purchase Order. Seller shall keep such Records, and Questor's audit rights shall exist, at all times during the Purchase Order and for 36 months from the last day of the calendar year in which the Goods and or Services are Delivered to Questor.
- 15.4 *Overpayment and Refunds.* Seller must refund to Questor any overpayment disclosed by any aforementioned audit, and Questor must pay Seller the amount of any underpayment discovered by the audit, within 45 calendar days of such finding.

16. Set off, Hold Backs and Back Charges

- 16.1 Questor may withhold any sum due to Seller under the Purchase Order and apply such sum against Seller's obligations to third parties connected with the Purchase Order or as a set off against Seller's indebtedness to Questor either under the Purchase Order or under any other agreement between the parties.

17. Liens

17.1 All Goods and or Services and Work Product shall be free and clear of liens and other encumbrances. Seller shall promptly pay all debts incurred by Seller for labour, the Goods, the Services, equipment, materials and supplies used in the performance of the Purchase Order. Seller shall forthwith remove any lien which may be placed against the Goods, the Services or Questor's property. Seller shall not be entitled to receive payment from Questor at any time any lien or encumbrance is registered against the Goods and or Services or property of Questor.

17.2 If any lien or encumbrance is not removed within ten days after Seller receives notice of such lien or encumbrance, Questor may take steps to remove or satisfy such lien or encumbrance and Seller shall immediately reimburse Questor for all costs and expenses incurred by Questor (including legal fees on a solicitor, client basis) removing or satisfying such lien or encumbrance.

18. Builders Lien Holdbacks

18.1 Questor reserves the right to retain a builders' lien holdback on all payments for the Goods and or Services provided hereunder if required under any applicable law including, but not limited to, the *Builders' Lien Act* (Alberta).

19. Confidentiality

19.1 Seller shall maintain in confidence all information provided by Questor, including these Conditions, the Purchase Order and all Work Product prepared in its performance of the Purchase Order. Seller shall not disclose any such confidential information to any third party nor use such information for any purpose other than the performance of the Purchase Order, without the prior written consent of Questor, except for information and Work Product: (a) known to Seller prior to obtaining it from Questor; (b) which, at the time of disclosure by Seller, is in the public domain; or (c) obtained by Seller from a third party who did not receive it in confidence directly or indirectly from Questor or its representatives. Seller shall return all information provided by Questor upon the Delivery of all Goods and or Services, written request of Questor or termination of the Purchase Order. Notwithstanding anything provided within the Purchase Order, Questor shall have no obligation to maintain the confidentiality of any Work Product.

19.2 In addition to its other obligations hereunder, Seller and Questor hereby covenant and agree to only collect, use or disclose Personal Information for purposes that a reasonable person would consider are appropriate in the circumstances and to conduct its activities with respect to Personal Information in accordance with applicable laws. "Personal Information" means any information about an identifiable human individual, other than that person's business title or business contact information.

20. Assignment and Subcontracts

20.1 Seller shall not assign the Purchase Order without the prior written consent of Questor. Seller shall be responsible for all acts or omissions of any member of Seller Group providing any Goods and or Services or services in relation to the performance of the Purchase Order and any and all such acts or omissions shall be deemed those of Seller.

20.2 Questor may assign and novate the Purchase Order to any third party at any time without the consent of Seller.

21. Independent Contractor

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

22. Termination

22.1 Questor may, at any time, terminate the Purchase Order upon written notice to Seller whereupon Questor shall be relieved of all further obligations under the Purchase Order except for the payment of the balance outstanding for the Goods and or Services satisfactorily Delivered to Questor to the effective date of termination, as determined by Questor, which shall be Seller's sole relief in the event of such termination. The termination of the Purchase Order shall not adversely effect the rights and remedies of the parties accrued prior to termination.

22.2 If Questor terminates the Purchase Order because Seller breaches any of its obligations herein or becomes insolvent, bankrupt, makes an assignment to creditors or a similar event occurs, Seller shall promptly reimburse Questor for any and all resulting costs and expenses. Upon termination Questor may remove from Seller's possession all Goods and or Services,



materials, supplies and equipment for which Questor has paid (whether fabricated or not) without hindrance by Seller or anyone claiming through Seller.

- 22.3 Upon termination, Seller shall promptly, but no later than ten days from the effective date of such termination, deliver to Questor all Work Product. If Seller does not deliver such Work Product, Questor may remove from Seller's possession all Work Product (whether completed or not), materials and supplies for which Questor has paid or is obligated to pay to the date of termination, as part of the Goods and or Services, without hindrance by Seller or anyone claiming through Seller.

23. Remedies

- 23.1 Without prejudice to any other right or remedy which Questor may have, if any Goods and or Services are not Delivered in accordance with, or Seller fails to comply with any of, the provisions of the Purchase Order, Questor may avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and or Services have been accepted by Questor:
- (a) terminate the Purchase Order or the provision of any of the Goods and or Services;
 - (b) reject all or some of the Goods and or Services or the Deliverables related thereto;
 - (c) provide Seller the opportunity at Seller's expense either to remedy any deficiency in the Goods and or Services or to carry out Delivery to ensure that the terms of the Purchase Order are fulfilled;
 - (d) refuse to accept any further Goods and or Services without any liability to Seller;
 - (e) take any action at Seller's expense to make the Goods and or Services comply with the Purchase Order;
 - (f) claim such damages as may have been sustained by Questor in consequence of Seller's breach of the Purchase Order;
 - (g) withhold any sum due to Seller under the Purchase Order and apply such sum against Seller's obligations to third parties connected with the Purchase Order on Seller's account, or as a set-off against Seller's indebtedness to Questor either under the Purchase Order or under any other contract;
 - (h) back charge Seller for any reasonable costs or expenses incurred by Questor related thereto; or
 - (i) any other remedy available to Questor at law;

24. Work-Product and Intellectual Property

- 24.1 All work-product, including any drawings, specifications, materials, documents, computer software, configuration information and all other things comprised in or necessary for the use by Questor of the Goods and or Services, and data developed, prepared or compiled by Seller relating to any of the Goods and or Services provided pursuant to the Purchase Order, including the information contained therein and all rights relating thereto (the "Work-Product") pursuant to the Purchase Order and any intellectual property rights in and to such Work Product including any pre-existing intellectual property rights therein shall be Questor's exclusive property for use by Questor without limitation. Seller unconditionally and irrevocably waives, and shall cause each member of Seller Group to unconditionally and irrevocably waive, any moral rights of Seller or such individuals or entities in the aforementioned Work Product.
- 24.2 Seller shall not, in performing the Purchase Order, improperly use or disclose any confidential or proprietary information, intellectual property or trade secrets to any third party.
- 24.3 Seller grants to Questor a fee-free, royalty-free, nonexclusive, transferable, irrevocable license under patents now or hereafter owned by Seller to use and sell the specific items purchased under the Purchase Order. Except and to the extent that items purchased under the Purchase Order are made to the design, specification, or instruction of Questor, Seller shall be liable to, and in addition at its own expense defend, indemnify and hold harmless Questor, its successors, assignees and agents, and buyers and users of said items from and against any and all claims, demands, losses, costs and liabilities arising out of or resulting from the actual or alleged infringement of any rights under patents, trademarks, copyrights or other third party intellectual property rights or any litigation based thereon.



- 24.4 Ownership of any documents, including without limitation specifications or drawings, supplied by Questor, or produced by the Seller upon the request of Questor, shall at all times be and rest with Questor, and Questor shall have the unlimited right to their use.
- 24.5 Any discovery or invention conceived by Seller or any of Seller's sub-contractors, suppliers, employees or agents for any processes, methods or devices developed in relation to the Goods or the provision of the Services, shall be owned by Questor.

25. Questor's Proprietary Marks

- 25.1 Seller shall not use or display Questor's name, trademarks, logos or any other of Questor's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Questor's prior written consent.

26. Dispute Resolution

- 26.1 If any dispute arises between Questor and Seller with respect to these Conditions or the Purchase Order, Seller shall immediately notify Questor and shall nevertheless continue to perform its obligations in accordance with the Purchase Order and shall comply with the direction and instructions of Questor with respect to the subject matter of the dispute until such dispute is resolved in accordance with this Article 26. Each of Questor and Seller shall make all reasonable efforts to resolve all disputes and claims by amicable negotiation and shall provide, without prejudice, open and prompt disclosure of relevant facts, information and documents to facilitate these negotiations, provided, however, that any agreement or settlement shall be negotiated between Questor and Seller. If Questor and Seller are unable to resolve the dispute within 14 business days of either party first providing notice of such dispute, then either may request determination by binding arbitration by a single mutually agreed arbitrator, or otherwise appointed in accordance with the *Arbitration Act* (Alberta). If the parties are unable to agree on a single arbitrator within seven days of either party providing notice to the other of its desire to refer a dispute to arbitration, then either party may apply to the courts to designate an arbitrator for the purposes of reviewing any such dispute. Seller hereby consents to the addition of any party Questor deems necessary to such arbitration, and further agrees that it will, upon request of Questor, participate as a direct party in any arbitration arising in connection with these Conditions or the Purchase Order.

27. Laws

- 27.1 These Conditions and the Purchase Order shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the laws of the Province of Alberta.