

- 1. Purchase Orders:** These conditions shall apply to and form an integral part of each purchase order ("PO") that the corporation issuing the PO, CDPQ Infra Inc. or one of its subsidiaries (the "Client"), may issue to the recipient (the "Supplier") through an authorized intermediary of the procurement department (the "Authorized Intermediary"). The PO and these General Conditions constitute an enforceable agreement (collectively, the "Agreement") between the parties. Should there be a conflict or inconsistency between these General Conditions and the conditions set forth in the PO, the conditions of the PO shall take precedence. However, if the Client or the Supplier have entered into an agreement or master agreement regarding services, products or licences, the terms and conditions of the agreement or master agreement shall take precedence over the general conditions of the PO where such conflict or discrepancy is concerned. Each PO shall include a description of all services required (including deliverables resulting from the services, where applicable) (the "Services") or of the delivery of all products, materials, licences or items ordered (collectively, the "Products") by the Client under the PO and shall define, where applicable, the features, quantities, prices and delivery or performance schedule and location(s).
- 2. Acceptance of the Agreement:** The Supplier shall be deemed to have accepted this Agreement either (i) upon written confirmation (by email or other written instrument) to the Client's Authorized Intermediary that the PO has been accepted by the Supplier, or (ii) the date on which the Supplier starts performing the services or delivering the products, whichever is the earlier of the two (2). No change to the PO, including any additional or different condition in the Supplier's acceptance, shall be binding on the Client unless the Client accepts the said change in writing.
- 3. Change:** The Supplier may not change the PO, including the Specifications (as these are defined below), without obtaining the prior written consent of the Client, and any change that is accepted by the parties shall be integrated into the PO. Through its Authorized Intermediary, the Client may at all times make any change to a PO by means of a written notice. If such a change results in an increase or decrease in the cost or timeframe for performing the PO in question, the parties shall agree on a fair adjustment, which shall be followed by an order change. The Supplier shall be deemed to have waived any request for adjustment should it fail to file such a request within five (5) business days following receipt, by the Supplier, of an order change by means of a written instrument accompanied by a firm proposal indicating the additional cost or timeframe required to carry out the change. Nothing in this section, however, shall exempt the Supplier from fulfilling the PO as changed. Notwithstanding the foregoing, (i) the Client may, at its discretion, automatically change the PO delivery schedule without affecting the cost if the change has no impact on the delivery date scheduled for the following four (4) week period, and (ii) the Supplier shall use its best efforts to change the delivery dates scheduled for the four (4) following weeks, and the Client shall not hold the Supplier liable if the products and/or services cannot be delivered despite these efforts.
- 4. Price and Payment:** The invoices submitted to the Client shall reflect the prices indicated in the PO. Unless specified otherwise in the PO, payment shall be made no later than forty-five (45) days following the end of the month in which the Client receives an accurate and acceptable invoice. The Client shall have the right to offset and deduct from its payment any amount owing by the Supplier under another PO or any other agreement between the parties. The Client may withhold from the payment any invoiced amount that is being contested in good faith or any amount sufficient to reimburse the Client for any loss, damage, expense, cost or obligation resulting from the Supplier's failure to abide by any requirement whatsoever under the Agreement.
- 5. Taxes:** The Supplier hereby represents that it is a Goods and Services Tax (GST) and Quebec Sales Tax (QST) registrant.
- 6. Specifications:** The Supplier undertakes to perform the services and to design, manufacture and provide the products required under the PO in accordance with the designs, templates, software, programs, modules, organizational charts, models, data, specifications, samples or other applicable descriptions or instructions that are provided or agreed upon by the Client (the "Specifications"). The Supplier acknowledges that the Specifications provided by the Client are the property of the Client and constitute Confidential Information (as defined below) belonging to the Client.
- 7. Delivery:** All dates or timeframes indicated in the PO are an essential condition for the performance of the Supplier's obligations hereunder.

Unless the Client gives written instructions to the contrary, (i) the products or services shall be delivered in full on the dates and at the places indicated in the PO, and (ii) the Supplier shall refrain from making early or partial product deliveries. The Client reserves the right to withhold any early delivery or excess quantity of products delivered, to proceed with a payment as though the delivery was made on schedule or to return the products in question at the Supplier's expense. The Supplier shall bear the risk of loss and shipping fees associated with any excess quantity of products. The Supplier shall be liable for all damages resulting from a delivery delay unless it is an Excusable Delay (as defined below) pursuant to Section 30 (Excusable Delay) of these General Conditions.

- 8. Packaging and Shipping:** The products must be packaged and shipped as instructed in the PO and pursuant to any applicable law and regulation and any technical and industrial standard that may be necessary or applicable. The Supplier shall ship the products DAP (*Incoterms 2010*) to the Client's offices unless the PO indicates otherwise. Separate invoices indicating the PO number, item numbers, quantities, unit prices and calculated value are required for each PO. Similarly, each shipment shall be accompanied by a bill of lading and any compliance certificates that may be required, as well as any export, import or other applicable permits or licences. The location of each bill of lading shall be clearly indicated on the container. The full PO number shall be indicated on all of the documents.
- 9. Export:** The Supplier shall be responsible for knowing and complying with any applicable import and export legislation, including government approvals, licences, permits and other documents required, as well as any industry guideline and standard required to import, use or return products and perform services in Canada. The Supplier shall indemnify the Client against any damage, obligation, penalty, loss, cost or expense, including any legal fees and expenses, that may be imposed on the Client or that the Client may incur in respect of any breach of the laws and regulations that apply to the Supplier's imports and exports.
- 10. Acceptance:** **(a)** All products and services described in a PO shall be subject to acceptance by the Client. The Supplier shall ensure that the products and services provided meet all of the Specifications' requirements. Should CDPQ Infra deem that the products delivered or services provided do not meet the Specifications' requirements, CDPQ Infra shall inform the Supplier thereof, and the Supplier undertakes to rectify the products or services to the Client's satisfaction. **(b)** If any product does not comply, the Client may either send the Supplier a notice to replace or repair all or part of any element at the Supplier's expense, or refuse the said products. If the non-compliant products cannot be promptly replaced or repaired, the Supplier shall, at the Client's request, immediately reimburse any payments that may have been made by the Client in respect of the non-compliant products. The Supplier shall replace or repair the non-compliant products within ten (10) business days following receipt of the non-compliant products. If the services do not comply, the Client shall have the option of having the Supplier perform the services again or reimburse the Client for that portion of the PO price associated with the non-compliant services. The Supplier shall respond to any request made by the Client for a corrective measure within ten (10) business days following receipt of such a request, and shall implement the said corrective measures within such timeframe as the parties may agree on.
- 11. Property Rights:** Each party shall retain ownership of its intellectual property rights that existed prior to the making of this Agreement. Unless the parties agree otherwise in writing, (i) the ownership of and title of ownership to any product or deliverable resulting from the services paid by the Client shall revert to the Client once the delivery thereof shall have been accepted by the Client (the "Acquired Property"), and (ii) the Client shall have the right to use, modify, further develop and create derivative works or to modify, distribute or otherwise transfer the Acquired Property. The Supplier shall sign any document the Client may need so as to give effect to the foregoing. The Supplier surrenders and waives any moral or other rights it may have in respect of the Acquired Property. The Supplier represents and warrants that it has all of the rights needed to grant the ownership rights or licences, as the case may be, resulting from the PO as well as to enter into the PO, and that the rights granted hereunder do not infringe the intellectual property rights of a third party.
- 12. Warranty:** The Supplier hereby warrants that it has the right to enter into this Agreement and that all of the products and services (including the deliverables resulting from the services) provided under this Agreement are free and clear of any encumbrance, servitude or claim whatsoever,

and that it has all of the rights and powers needed to sell the said products or services. The Supplier further warrants that all of the products delivered under the PO shall be free of any defects in the materials and errors in the design or performance, that they shall comply with all of the applicable Specifications, and that they shall be suitable for their intended purposes. Unless otherwise specified in the PO, the warranty shall remain in force for a period of twelve (12) months as of the date of delivery to the Client. The Supplier moreover warrants that for a period of twelve (12) months (or such other period as may be specified in the PO) following the performance of any service provided by the Supplier under the PO, the said service shall (i) meet the Specifications, and (ii) be provided in a professional manner in keeping with the industry standards that apply to the performance of such services. This warranty shall in no way supersede a warranty more advantageous to the Client that is automatically offered by the Supplier or the manufacturer upon the acquisition of a product or the performance of the services.

13. Supplier's Representatives: The Supplier represents and warrants that the Supplier and its directors, officers, employees, subcontractors, representatives, agents or professional advisors (collectively, the "Supplier's Representatives") that manufacture or deliver the products or perform the services have the skills and expertise needed to carry out this Agreement and that the products and services shall be manufactured, delivered and carried out in a professional and competent manner, in keeping with best practices. The Supplier undertakes to ensure that the Supplier's Representatives comply with all of the provisions of this Agreement and explicitly agrees that it shall be liable for any breach of this Agreement on the part of the Supplier's Representatives. Should a Supplier's Representative be present in the Client's offices, the Supplier and the said Supplier's Representative shall be subject to the rules, policies and guidelines (including, more specifically, access to and use of the Client's computer systems and facilities) that may be in force from time to time within the Client's premises so as to ensure the safe, orderly and efficient conduct of the Client's operations. The Supplier undertakes to ensure that each Supplier's Representative present in the Client's offices complies with the said rules, policies and guidelines. Each Supplier's Representative present in the Client's offices shall be subject to any safety rules that the Client may impose from time to time.

14. Confidential Information: Any information and documents that will be transmitted verbally or in writing to the Supplier by the Client, its subsidiaries and their directors, officers, employees, representatives, advisors, clients, consignors, suppliers or agents (collectively, the "Client's Representatives") of which the Supplier or the Supplier's Representatives may have become aware in the course of this Agreement or that shall be prepared by the Supplier or the Supplier's Representatives shall remain strictly confidential (the "Confidential Information"). The Supplier and the Supplier's Representatives shall at all times refrain from in any manner whatsoever disclosing or directly or indirectly using, without the prior written consent of the Client, all or part of the Confidential Information other than for the purposes of this Agreement. Upon the voluntary or involuntary termination of this Agreement, the Provider undertakes to immediately return to the Client, and to ensure that the Supplier's Representatives immediately return to the Client, all Confidential Information along with any excerpt therefrom or any copy or summary thereof. For the purposes hereof, Confidential Information shall not include information that (i) is or becomes public knowledge other than through a disclosure made by the Supplier or the Supplier's Representatives in breach of this Agreement, (ii) is disclosed to the Supplier or the Supplier's Representatives on a non-confidential basis by a source other than the Client or a Client's Representative, or (iii) was developed by the Supplier or the Supplier's Representatives without breaching their obligations hereunder.

15. Personal Information: Other than the exclusions set forth in the definition of Confidential Information, Section 14 (Confidential Information) shall apply to personal information that may be disclosed to the Supplier in the context hereof. The Supplier undertakes to comply (and to ensure that the Supplier's Representatives comply) with the applicable privacy legislation including, without limitation, sections 53 and 59 of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c A-2.1). The Supplier agrees to take any measure that may be necessary (including any physical, technological and administrative measure) to protect personal information and prevent its use for any purpose other than the

supply of products or the performance of services hereunder.

16. Advertising: The Supplier shall be prohibited from using the Client's name or logo, more specifically in its advertising or in its list of clients or with its partners, as well as in the context of any verbal or written public announcement made on any medium. Should the Supplier wish to make such use of the Names, it shall obtain the prior written approval of the Client for the said use and, where applicable, for the text in which the Names will be used. The Client may, at its entire discretion, grant or withhold its approval.

17. Liability: The Supplier undertakes to indemnify, defend and hold the Client, as well as (i) the Client's Representatives and (ii) the Client's successors, assigns and subcontractors (collectively, the "Indemnified Parties") harmless from and against any loss, bodily injury (including death), damage, debt, fee and expense whatsoever (including reasonable legal fees and other expenses incurred to defend an action) that the said parties may incur or disburse to enforce this Agreement or defend against any claim resulting herefrom, or for negligence, breach of warranty, third party liability, property right, intellectual property right or moral right, unless these are solely attributable to gross negligence or willful misconduct on the part of the Indemnified Parties.

18. Infringement of Third-Party Rights: The Supplier shall, at its own expense, indemnify, defend and hold the Client and Indemnified Parties harmless from and against any action, claim or other proceeding brought against the Client or an Indemnified Party, provided such action, claim or other proceeding is based on an allegation that the use made of the Acquired Property or licenced product breaches all or part of a copyright, trademark, patent or other intellectual property or moral right, or that the Acquired Property or licenced product contains all or part of an unlawfully appropriated trade secret. The Supplier shall pay all of the fees, damages and expenses (including reasonable legal fees and other expenses to defend against an action) awarded against or paid by the Client or Indemnified Party to settle such action, claim or proceeding that is attributable to such allegation or otherwise incurred by the Client or Indemnified Party. Moreover, if the Client is prohibited from using all or part of the Acquired Property or licenced product, or is ordered to cease such use following a claim for the infringement of third party rights, the Client shall have the right to demand that the Supplier (i) obtain the right to use the Acquired Property or licenced product or the portion thereof infringing rights in accordance with this Agreement, (ii) modify the Acquired Property or licenced product in question or the infringing portion thereof without adversely affecting the general performance of the Acquired Property or licenced product for the purposes of putting an end to the infringement, or (iii) replace the Acquired Property or licenced product in question or the infringing portion thereof by a substitute product that essentially performs the same functions as the Acquired Property or licenced product in question or the infringing portion thereof.

19. Insurance: The Supplier undertakes to maintain, at its own expense and at all times throughout the term of this Agreement, any insurance (with a recognized insurer) that a reasonable and prudent supplier would take out for the supply of products or performance of services hereunder. Such insurance shall, at the very least, contain a third-party liability insurance policy providing coverage for material harm, products and completed operations, as well as for contractual liability. This insurance shall provide reasonable liability limits based on the products or services ordered, and the Client may request specific coverage amounts depending on the circumstances. The Supplier undertakes to provide the Client with proof of such insurance, at the latter's request.

20. Compliance With the Law: As regards the performance of this Agreement, the Supplier undertakes to comply, and to ensure that the Supplier's Representatives comply, with the relevant legislation, policies, regulations as well as any government decree.

21. Attestation from Revenu Québec: If the Supplier has an establishment in Québec where it carries on activities on a permanent basis, the Supplier represents and warrants having provided the Client with a true and accurate attestation issued by the Agence du revenu du Québec (the "Revenu Québec Attestation"). If the Supplier does not have such an establishment, the Supplier represents and warrants that it is not bound to provide such a Revenu Québec Attestation. This provision shall only apply to a PO of a value equal to or greater than twenty-five thousand dollars (CA\$25,000).

22. French Language: The Supplier undertakes to provide the services, draft all deliverables and deliver a French version of the products in accordance with the *Charter of the French Language* (CQLR, c C-11)

(the “**Charter**”). If the Supplier is subject to sections 135 to 154 of the Charter, the Supplier represents and warrants having obtained from the Office de la langue française (the “**OLF**”) an attestation of implementation of a francization program and a francization certificate, and that its name does not appear on the *Liste des entreprises non conformes au processus de francisation* (list of companies that have failed to comply with the francization process) published on the OLF website. The Supplier undertakes to provide the Client with a copy of any relevant document to that effect on request.

23. No Ineligible Contractors: The Supplier represents and warrants that neither the Supplier nor the Supplier’s Representatives are ineligible contractors pursuant to the *Act respecting contracting by public bodies* (CQLR, c C-65.1) and that their names do not appear in the *Registre des entreprises non admissibles aux contrats publics* (register of enterprises ineligible for public contracts, or RENA). The Supplier undertakes to sign any declaration to that effect at the Client’s request.

24. Code of Ethics: The Supplier hereby undertakes to comply (and to ensure that the Supplier’s Representatives comply) with the *Code of Ethics and Professional Conduct for Suppliers of CDPQ Infra Inc. and its Subsidiaries* then in use by the Client, as it may be amended from time to time (the “**Code**”). The Client undertakes to submit a hard copy of the Code to the Supplier or the Supplier’s Representatives at the latter’s request, which Code shall form an integral part of this Agreement.

25. No Conflict of Interest: The Supplier undertakes to avoid (and ensure that the Supplier’s Representatives avoid) any situation likely to place them in an apparent, real or potential conflict of interest, whether that interest be their own or that of others, including, without limiting the generality of the foregoing, the interest of one of their resources, a subsidiary of the Supplier or persons it is linked to (as defined in the Code) against the interest of a Client (a “**Conflict of Interest**”). The Supplier shall immediately inform the Client if such a situation arises or is likely to arise, and the Client may, at its entire discretion, (i) issue instructions to the Supplier on how to remedy the said Conflict of Interest, or (ii) terminate this Agreement in accordance with Section 29(c) (Termination for Cause). The Supplier represents that neither the Supplier nor the Supplier’s Representatives are in a situation of Conflict of Interest in the context of supplying the products, performing the services or entering into this Agreement. The Supplier undertakes to sign any declaration to that effect at the Client’s request.

26. No Event: The Supplier represents and warrants that neither the Supplier nor the Supplier’s Representatives are being (and the Supplier has no reason to believe that they are being) investigated or sued for any reason whatsoever, whether for fraud, economic crime, corruption, breach of trust, forgery, system intrusion or any other offence or similar criminal act likely to affect or be directly or indirectly connected to this Agreement (an “**Event**”). The Supplier undertakes to sign any declaration of an absence of event at the Client’s request.

27. Change in the Supplier’s Representations: The Supplier undertakes to give the Client prompt written notice of any fact that renders or is likely to render any representation or declaration given herein by the Supplier inaccurate or incomplete. In the absence of such notice, the Client may terminate this Agreement in accordance with Section 29(c) (Termination for Cause).

28. Discretionary Termination: Notwithstanding any other provision in the PO, the Client may at all times terminate the Agreement or PO in whole or in part, without penalty or prejudice and for any reason whatsoever, by means of a written notice to the Supplier. The parties shall agree to a fair adjustment of the PO, it being understood that (i) the Supplier shall only be entitled to the reimbursement of reasonable expenses it incurred in the performance of the PO before the effective date of the termination, although the said reimbursement shall under no circumstances be greater than the price indicated in the PO for the portion terminated in this manner, and (ii) the Supplier’s request for a fair adjustment is received by the Client within ten (10) business days from the date on which the Supplier receives the notice of termination. The Supplier shall waive any claim and have no recourse after the said period of ten (10) business days, and it shall continue to honour its obligations under the PO for the entire unterminated portion thereof. If a PO is terminated in part, no adjustment shall be made for the unterminated portion. Failure to comply with this section shall constitute a dispute within the meaning of Section 38 (Dispute and Jurisdiction) hereof. In addition to what is indicated above, the Supplier shall make no claim for damages, compensation, loss of income or other amount whatsoever directly or

indirectly attributable to or resulting from any measure taken or notice of termination given by the Client under this section.

29. Termination for Cause: (a) If the Supplier ceases, omits or refuses to perform the Agreement or defaults on any one of its obligations hereunder and the Client deems that the said default may be remedied, before terminating this Agreement or PO in whole or in part, the Client shall give the Supplier notice of the said default. The Supplier shall have ten (10) business days as of the date on which such notice is received to remedy the default or convince the Client that the said default will be remedied within a timeframe that is acceptable to the Client. If the default is not remedied, the Client may give the Supplier a written notice of termination for default without penalty and without prejudice to its other rights and recourses. (b) On mere written notice to the Supplier, the Client may terminate this Agreement, without penalty and without prejudice to its other rights and recourses, if (i) the Supplier becomes or is about to become bankrupt or insolvent, makes an assignment for the benefit of its creditors or avails itself of any legislation relating to bankrupt or insolvent debtors, (ii) a receiver is appointed under a debt instrument, (iii) a receiving order is issued against the Supplier, (iv) an order is issued or a resolution adopted requiring the liquidation of the Supplier, or (v) the Supplier undergoes a Change of Control. For the purposes hereof, “**Change of Control**” means any change in the holder or group of holders holding more than fifty percent (50%) of the voting rights attaching to the voting shares in the share capital of the Supplier as at the date of the Agreement. (c) On mere written notice to the Supplier, the Client may, without penalty and without prejudice to its other rights and remedies, terminate the Agreement for cause (other than for the causes described in Sections 29(a) and 29(b) hereof), more specifically in cases of misrepresentation, failure on the part of the Supplier to comply with Section 27 (Change in the Supplier’s Representations), an Event, a Conflict of Interest or serious misconduct or negligence on the part of the Supplier or a Supplier’s Representative in the context of the supply of products, the performance of services or the execution of this Agreement. (d) If all or part of this Agreement is terminated for cause, the Supplier may not demand any further payment, but shall remain liable to the Client for reimbursing any amount paid by the Client and any damages and direct losses the Client may have incurred owing to the Supplier’s default or the occurrence of the Event in respect of which notice was given, including any price increase the Client might incur to procure all or part of the product or service from another source.

30. Excusable Delay: A delay in either party’s performance of any obligation under this Agreement resulting from an Event that (i) constitutes a natural disaster, fortuitous event, war, severe weather or other event of superior force beyond the reasonable control of the party invoking same and that cannot be attributed to any fault on its part, (ii) adversely affects the said party’s performance of its obligations, and (iii) produces effects that could not have reasonably been avoided by the said party shall, under this Agreement, constitute an “**Excusable Delay**”. Unless indicated otherwise herein, the following shall not constitute events beyond the reasonable control of the party attempting to invoke an Excusable Delay: (i) that party’s lack of financial resources, or (ii) any labour dispute affecting that party, including strikes and lock-outs. In the event of an Excusable Delay, any delivery date affected shall be postponed by a reasonably necessary period to compensate for the effects of the Excusable Delay. That delivery date, however, shall under no circumstances be postponed for a period longer than the Excusable Delay. No adjustment shall be made to the PO’s price; changing the delivery schedule shall be the sole recourse either party shall have in the event of an Excusable Delay. Notwithstanding the foregoing, if an Excusable Delay lasts for a total period of five (5) business days, the other party may terminate this Agreement or PO in whole or in part. In the event of such a termination, the parties’ rights and obligations under Section 28 (Discretionary Termination) hereof shall be extinguished.

31. Survival: The Supplier’s obligations under Sections 6 (Specifications), 11 (Property Rights), 12 (Warranty), 13 (Supplier’s Representatives), 14 (Confidential Information), 15 (Personal Information), 16 (Advertising), 17 (Liability), 18 (Infringement of Third-Party Rights), 31 (Survival), 36 (Waiver), 37 (Applicable Law), 38 (Disputes and Jurisdiction), and 39 (Injunction) as well as any other obligation the nature and context of which imply its survival shall survive the termination or expiry of this Agreement, regardless of the reason therefor.

32. Independent Contractors: The Supplier provides the services and

delivers the products to the Client as an independent contractor. The Supplier acknowledges that it may not enter into any agreement or contract obligations on behalf of the Client or any of its subsidiaries, and that it may not in any manner whatsoever incur the liability thereof.

33. Assignment: The Supplier shall neither assign nor transfer its rights and obligations under this Agreement in any manner whatsoever or delegate the responsibilities provided for herein without the prior written consent of the Client. If this Agreement is assigned or transferred, the Supplier shall remain jointly and severally liable for this Agreement with the assignor. The Client may at all times assign and transfer this Agreement to one of its subsidiaries.

34. Notice: Should it be necessary or useful to give a notice under this Agreement, such a notice shall be given either by registered or certified mail, delivered in person or sent by email to the address indicated in the PO. If the notice is sent by registered or certified mail, it shall be deemed to have been received two (2) business days after the date of mailing. If the notice is delivered in person, it shall be deemed to have been received that same day. If the notice is sent by email, it shall be deemed to have been received by the intended recipient the moment it is delivered to the recipient's email system if it is sent before 5 p.m. (local time) on a business day, otherwise the notice shall be deemed to have been received on the first business day after it was sent. Any notice given by the Supplier under the PO shall be delivered or sent to the following address: CDPQ Infra Inc., B3-1000, Place Jean-Paul-Riopelle, Montréal, Québec H2Z 2B3, Canada, to the attention of the Procurement Director, "appro-projets@cdpqinfra.com" with a copy to any other individual specified in the PO (including the Authorized Intermediary).

35. Severability: Each provision of this Agreement forms a distinct and severable whole, such that any court decision declaring a provision null and void shall in no way affect the validity and enforceability of the other provisions hereof, which shall remain in full force and effect.

36. Waiver: The fact that either party should fail or delay in rigorously exercising or applying any of the stipulations set forth herein or to demand at any time that the Supplier perform any of the stipulations hereof shall in no way be interpreted as a waiver of the said stipulations or in any way affect the validity of this Agreement or any portion hereof or the Client's right to enforce each and every one of the stipulations.

37. Applicable Law: The conditions of this Agreement shall be governed and interpreted in accordance with the laws of the province of Québec (with the exception of its conflict of law rules) and the Canadian laws applicable thereto. The parties further agree to explicitly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* (1980) and any amendments thereto.

38. Disputes and Jurisdiction: The parties shall endeavour to resolve any disagreement, dispute, controversy or claim arising from or relating to this Agreement or the breach, termination, cancellation, invalidation or interpretation of any part hereof by referring the matter to their respective management structures. The parties undertake to use all reasonable efforts to resolve the dispute in good faith. If the parties cannot resolve the dispute within ninety (90) days following the commencement of the dispute, they shall be free to refer the said dispute to the courts of the province of Québec, district of Montréal. Each party irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the province of Quebec for the purposes of any action or proceeding. Pending judgment or final settlement of any dispute or appeal from such judgment or settlement, the Supplier shall diligently proceed with performing the requirements of this Agreement, as per the Client's instructions.

39. Injunction: The Supplier acknowledges that a breach of its undertakings hereunder either by the Supplier or the Supplier's Representatives could inflict damages on the Client and the Representatives that would be difficult to adequately compensate. Consequently, the Client and the Client's Representatives may bring any action for an injunction to prevent the Supplier and the Supplier's Representatives from breaching their undertakings.

40. Entire Agreement and Headings: Unless explicitly stipulated otherwise herein, this Agreement shall supersede and replace any verbal or written agreement entered into between the parties regarding the products or services provided for herein. The headings of this Agreement's sections have been inserted for ease of reading only and may not be used in the interpretation hereof.