

## CORRPRO CANADA, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the sale of equipment, supplies, products or materials ("Goods") or the furnishing of labor, with or without the supply of Goods ("Services"), by Corrpro Canada, Inc. ("Corrpro"), all as further described in the proposal or invoice attached hereto ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. **Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and Corrpro (including a master or other written agreement between Corrpro and Buyer signed by an authorized representative of Corrpro prior to the date of the Sales Document), these T&Cs, any Change Orders (as defined below) and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms or conditions that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Sales Document by Buyer that contains terms or conditions that are additional to or different from the terms of the Agreement will form a contract solely on the terms of the Agreement, and the additional or different terms or conditions shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of Corrpro and Buyer on the earlier of: (a) Corrpro's receipt of the Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corrpro for the Goods or Services described in the Sales Document; (c) Buyer's receipt and acceptance of the Goods or Services; (d) Buyer's payment for the Goods or Services described in the Sales Document; or (e) any other written indication by Buyer of its acceptance of the Sales Document.

2. **Delivery; Risk of Loss.** All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of Goods shall be EXW (Incoterms 2010) at Corrpro's facility stated in the Sales Document. At Buyer's option, Corrpro will ship Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corrpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer. The risk of damage to or loss of the Goods while in transit or in the possession of any carrier of Buyer or Buyer's agents shall be borne solely by the Buyer at all times. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corrpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. **Inspection and Acceptance.** Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corrpro in writing of any claims for shortages or non-conformance (including defective or damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corrpro's written instructions concerning disposition. Failure to give written notice of any shortages or non-conforming Goods or Services within 10 days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively: (a) establish Buyer's acceptance of the Goods or Services; (b) release Corrpro from any and all liability therefor; and (c) waive Buyer's right to seek damages or other remedies for any shortage or non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. **Payment Terms.** Unless otherwise stated in the Agreement, terms of sale are net 30 days from date of invoice. Time is of the essence with respect to all payments. Any amount not received by Corrpro when due shall bear interest at the rate of 1½% per month (18% annually), or the maximum rate of interest that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corrpro under this Agreement are not subject to setoff, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corrpro from Buyer shall be in the lawful currency of Canada. If, at any time prior to shipment of Goods or performance of Services (either complete or partial), Buyer does not meet Corrpro's credit approval or Corrpro, in its sole discretion, deems

Buyer's financial condition to be unsatisfactory, Corrpro may either: (a) delay or postpone delivery of Goods or performance of Services; (b) terminate the Agreement; or (c) request payment in full or other security satisfactory to Corrpro from Buyer prior to shipment of the Goods or performance of the Services.

5. **Taxes; Permits and Fees; Laws.** Unless expressly stated otherwise in the Agreement, the purchase price for the Goods furnished or Services performed by Corrpro excludes all taxes including, without limitation, governmental or brokerage taxes, sales, use, excise or value-added taxes, GST, PST, HST and duties, customs, fees, charges or assessments (collectively, "Taxes"). The Buyer shall pay all applicable Taxes in respect of the Goods furnished or Services performed by Corrpro. If applicable, Buyer must provide Corrpro with documentation acceptable to Corrpro of any exemptions claimed from Taxes prior to invoicing. In the event Corrpro is required to pay any Taxes not previously paid to Corrpro, Buyer shall fully reimburse Corrpro. Except to the extent assumed by Corrpro in writing, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corrpro are and that their subsequent installation and use is in accordance with applicable laws, ordinances and building codes. Corrpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any compliance discrepancies brought to Corrpro's attention.

6. **Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be relied on by Corrpro. Corrpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corrpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. **Change Orders.** Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term or condition of the Agreement may only be made by Buyer and Corrpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on: (a) the change in a material term or condition of the Agreement; and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corrpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corrpro, Corrpro, at its sole discretion, shall either: (i) accept the Change Order; (ii) reject the Change Order and continue performance under the existing Agreement; or (iii) terminate the Agreement. In the event that Corrpro elects (ii) above, Buyer shall have the option to terminate the Agreement within 5 days of Corrpro's election in (ii) above.

8. **Warranties.** "Warranty Period" means: (a) for Services and Goods installed as part of the Services, the one (1) year period beginning on the date the applicable Services are substantially performed; and (b) for Goods not installed as part of any Services, the 90 day period beginning with the date of shipment from Corrpro. The providing of warranty service does not extend or restart a new Warranty Period. Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable Specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Corrpro's obligation to honor its warranty on defective Goods is in all cases limited to, at Corrpro's sole option, repair or replacement of the defective Good or component thereof, or providing a cash refund or credit equivalent to the decreased value of the defective Good. Corrpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corrpro's sole option, re-performing such Services, performing additional Services, or providing a refund or credit equivalent to the decreased value of the Services. Notwithstanding anything in this Agreement to the contrary, Corrpro's warranty liability shall in no event exceed the amount paid for the original defective Services or Goods. Any claim not received by Corrpro within the applicable Warranty Period shall be conclusively

deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged warranty claim. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Services or Goods if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's prior written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design Specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

**9. Warranty Limitations.** The Goods warranty applies only to: (a) Goods manufactured solely by Corpro; and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent offered to Buyer by such other parties. Replaced Corpro Goods shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF, AND CORRPRO DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY LEGAL WARRANTIES UNDER APPLICABLE LAW. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS. IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

**10. Reliance on Buyer's Representations.** Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation of Goods installed as part of the Services or performance of Corpro Services have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Services or Goods (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

**11. Technical Assistance.** At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to Corpro's Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

**12. Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

**13. Force Majeure.** If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure (as defined below), then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within Corpro's control, which by the exercise of due diligence and reasonable commercial effort, Corpro shall not have been able to foresee, avoid or overcome. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

**14. Default; Termination; Cancellation.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on 5 days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in the Agreement. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Section 14, or (b) if the order is cancelled for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be cancelled, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead and/or profit on costs.

**15. Hazardous Material.** Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue the performance of Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

**16. Release of Liability for Buried Pipelines.** If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least 72 hours prior to commencing work on site. Corpro will also attempt to locate any buried metallic piping prior to commencing work on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least 3 days in advance of the date Corpro is to commence the performance of Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

**17. Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES,

CONTRACTORS, SUBCONTRACTORS AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND LEGAL FEES INCLUDING SOLICITOR AND OWN CLIENT COSTS), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED BY BUYER, BUYER WILL NOT HOLD CORRPRO LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

**18. Insurance.** Throughout its performance under this Agreement, Corpro agrees to maintain policies of insurance that include, but are not limited to: (a) commercial general liability insurance with minimum limits of \$3,000,000 per occurrence; (b) worker's compensation insurance sufficient to comply with applicable workers compensation board requirements; (c) employers' liability insurance with minimum limits of \$1,000,000; (d) automobile liability insurance with bodily injury and property damage combined single limit with minimum limits of \$3,000,000; (e) contractor's pollution liability (when applicable to the Services) with minimum limits of \$5,000,000 per pollution event; and (f) professional liability (when applicable to the Services) with minimum limits of \$5,000,000 written of a claims-made basis. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer shall be named as additional insured under all policies except for worker's compensation and professional liability. Buyer shall be granted waiver of subrogation rights under all policies. Upon written request, Corpro will provide to Buyer a certificate evidencing such insurance.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PERFORMANCE OF THE SERVICES OR THE FURNISHING OF GOODS HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT (EXCLUDING TAXES). IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

**20. Governing Law; Venue; Prevailing Party.** This Agreement shall be governed and construed in accordance with, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the laws of the Province of Alberta (Canada) without regard to its conflict of law provisions. Each party attorns to the exclusive jurisdiction of the courts of the Province of Alberta (Canada). The prevailing party in any formal dispute shall be entitled to reasonable legal fees and costs, including reasonable expert fees and costs. The UNCITRAL Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**21. Export Compliance.** Corpro's Goods and Services are subject to Canadian and/or U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods and/or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

**22. Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of the documents will control in the following order: (a) master or other written

agreement between Corpro and Buyer signed by an authorized representative of Corpro prior to the date of the Sales Document; (b) terms stated on the face of the Sales Document; (c) these T&Cs; and (d) any other documents expressly identified in the Sales Document as a contract document. All notices and communications required by this Agreement shall be delivered, in writing, to the parties at their applicable addresses stated on the Sales Document.

**23. Interpretation.** Corpro and Buyer acknowledge this Agreement, including the Sales Document, these T&Cs, any Changes Orders and any other documents expressly identified in the Sales Document as contract documents, represent the entire agreement and understanding between the parties and supersede and replace all prior negotiations, discussions and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. Unless otherwise stated, all dollar amounts referred to in this Agreement are in Canadian funds. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only and do not form part of the terms and conditions of the Agreement and shall not affect the interpretation of the Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro. The parties hereto confirm that it is their wish that the Agreement has been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté que ces Termes et Conditions de même que tous les documents s'y rattachant soient rédigés en anglais seulement.*