

- 1. INTERPRETATIONS AND GENERAL MATTERS**
- 1.1 Interpretations**
In the Purchase/Service Order:
- 1.1.1 capitalized terms and expressions shall have the meaning ascribed thereto in the Purchase/Service Order;
- 1.1.2 all references to 'dollars' or '\$' are to Canadian dollars unless stated otherwise;
- 1.1.3 words importing the singular are deemed to include the plural and vice versa and words denoting a natural person shall include a corporation and vice versa; and
- 1.1.4 The insertion of headings is solely for convenience of reference and shall not affect the interpretation of any provision.
- 1.2 Definitions**
- 1.2.1 "Customer" means FT Services
- 1.2.2 "Day" means a calendar day.
- 1.2.3 "FOB" means, in relation to delivery of the Goods, free on board and include the responsibility (and associated costs) for packing, loading, transportation and insurance (for the full replacement value of) to the nominated delivery point for the Goods.
- 1.2.4 "Goods" means all goods, equipment, materials, articles, or any other property or parts to be provided to the Customer by the Supplier under the Purchase/Service Order and includes, without limitation, all ancillary activities such as design, manufacture, inspection, testing, expediting, quality assurance and control, painting, packing and delivery as specified or required hereunder
- 1.2.5 "Purchase/Service Order" means the purchase order and/or service order issued by the Customer to the Supplier as evidenced by the documents listed in the Purchase/Service Order Form.
- 1.2.6 "Purchase/Service Order Form" means section of the Purchase/Service Order to be completed by the Customer, which identifies the Supplier and includes a brief description the Services and/or Goods and a list of the documents comprising the Purchase/Service
- 1.2.7 "Supplier" means the person performing the Services and/or providing the Goods, as identified in the Purchase/Service Order Form.
- 1.2.8 "Services" means the services as set out and further detailed in the Purchase/Service Order Form.
- 1.3 Supplier to Inform Itself**
The Supplier shall be deemed to have carefully examined all documents furnished by the Customer and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the performance of the Services and/or the supply of the Goods. No increase in the Purchase/Service Order price will be allowed for the Supplier's failure to ensure that it is fully informed regarding all the circumstances relating to the Purchase/Service Order.
- 1.4 Order of Precedence**
Unless otherwise stated, the order of precedence of any of the following documents listed in the Purchase/Service Order Form will be as follows: 1.4.1 The Purchase/Service Order Form; which shall take precedence over 1.4.2, Special Terms and Conditions, which shall take precedence over 1.4.3, General Terms and Conditions, which shall take precedence over 1.4.4, Specification (s), which shall take precedence over 1.4.5, Drawing (s)
- 1.5 Ambiguities**
If the Supplier discovers any ambiguity in the Purchase/Service Order it shall immediately notify the Customer in writing. The Customer will then determine the correct interpretation of the Purchase/Service Order. The determination of the Customer will be final and binding on the Supplier and have no effect on the Purchase/Service Order price.
- 1.6 Use of Documentation**
Documents prepared in relation to, or ancillary to the Purchase/Service Order, must not be copied or used for any other purpose than the performance of the Services and/or supply of the Goods by the Supplier to the Customer, without the prior written approval of the Customer.
- 1.7 Confidentiality**
- 1.7.1 Supplier shall:
- (i) not make use of any information provided by the Customer to the Supplier, which is noted as, or which is by its nature, confidential other than information in the public domain or information that at the time of disclosure was already known to Supplier on a non-confidential basis ("Customer Confidential Information") for its own personal gain or for any purpose other than is required to provide the Services;
- (ii) not disclose any Customer Confidential Information to any person except employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of the Purchase/Service Order, but only after such person has properly assumed obligations identical in principle to those in this Clause 1.7 and Supplier ensures that such person at all times complies with those obligations;
- (iii) employ diligent efforts and exercise reasonable care to hold all Customer Confidential Information in the strictest confidence;
- (iv) not use Customer's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of the Purchase/Service Order or Supplier's relationship with Customer without first obtaining written consent from Customer; and
- (v) Be liable to Customer and indemnify Customer in accordance with Clause 11 for any breach of this Clause 1.7 by Contractor or its employees, consultants, subcontractors or agents.
- 1.7.2 The obligations under this Clause 1.7 shall be continuing obligations and shall survive the completion or termination of the Purchase/Service Order for a period of 2 years from the completion or termination of the Purchase/Service Order.
- 1.8 Waiver**
No failure or delay on the part of the Customer in exercising any of its rights under the Purchase/Service Order shall be construed as constituting a waiver of any such rights, unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
- 1.9 Subcontracting and Assignment**
- 1.9.1 The Supplier may not subcontract nor assign all or any part of the Purchase/Service Order without the prior written approval of the Customer. In seeking such prior written approval, the Supplier must provide the Customer with full particulars of any work to be assigned or subcontracted together with details of the proposed subcontractor and any other information relating thereto reasonably requested by Customer.
- 1.9.2 Approval of the Customer to any assignment or subcontract will in no way relieve the Supplier of any of its obligations to Customers under the Purchase/Service Order.
- 1.10 Entire Agreement**
- 1.10.1 The Purchase/Service Order constitutes the entire agreement between the Customer and the Supplier. Neither party shall be bound by or liable for any statement, representation, promise or understanding unless set forth herein. Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of the Purchase/Service Order has any effect on the Purchase/Service Order unless specifically incorporated herein.
- 1.10.2 The Purchase/Service Order supersedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto.
- 1.10.3 The terms of the Purchase/Service Order shall supersede any terms attached to Contractor's invoice, which terms shall not be applicable to the Purchase/Service Order and shall not be considered to be Contractor's exceptions to the provisions of the Purchase/Service Order.
- 1.11 Communications**
Any notice or other communication required under the Purchase/Service Order shall be delivered in writing and shall be in a form which can be read, copied and recorded conveniently. Verbal instructions or directions from the Customer shall be confirmed in writing to the Supplier within a reasonable time. The notice shall take effect from the time when it is received at the nominated address of the parties.
- 1.12 Licences and Laws**
- Supplier shall comply with and shall ensure employees and subcontractors comply with all applicable federal, provincial, municipal laws, regulations and by-laws and to all other applicable order, rules and regulations of any authority having jurisdiction respecting the Goods and/or the Services, including without limitation all applicable laws respecting the import, sale and shipping of any Goods, all applicable environmental laws, occupational health and safety laws and all employment standards codes and worker's compensation legislation or equivalent legislation. Where Supplier is required to provide Services, Supplier shall furnish Customer with written confirmation from the applicable workers' compensation authorities, or equivalent authorities, that Supplier and any subcontractors are in good standing with such authorities, and no Supplier invoice shall be payable until such confirmation is received.
- 2. PURCHASE**
Supplier agrees to supply and sell and Customer agrees to purchase the Goods and Services in accordance with these General Terms & Conditions. These General Terms & Conditions shall govern all Purchase/Service Orders. Supplier's written acceptance of this Purchase/Service Order and/or the shipment of any Goods or the provision of any Services described in this Purchase/Service Order shall constitute acceptance by Supplier of this Purchase/Service Order and all instructions, terms and conditions herein, including the General Terms and Conditions.
- 3. NO EXCLUSIVITY**
Supplier acknowledges that it is not the exclusive supplier of the Goods and Services to Customer, and that Customer may, from time to time and in its sole discretion, purchase goods and related services similar or identical to the Goods or Services from other suppliers.
- 4. LIENS**
Supplier shall keep all property and premises of Customer free from any and all labourers', materialmen's, and mechanics' liens and similar claims and encumbrances. To the fullest extent permitted by law, Supplier waives all rights of such liens against the property and premises of Customer. If Supplier fails to release and discharge any claim of lien of others against the property or premises of Customer within five (5) days of receiving notice from Customer, Customer may, at its option, discharge or release the claim of lien, or otherwise deal with the lien claimant, and Supplier shall pay Customer any and all costs and expenses of Customer in so doing, including reasonable legal fees and expenses incurred by Customer.
- 5. OWNERSHIP OF WORK PRODUCT**
Except as may be specifically excluded in this Purchase/Service Order, all reports, designs, drawings, studies, specifications, software, copyrights, inventions and other work product and intellectual property created, produced or arising in connection with this Purchase/Service Order, whether completed or in progress, and regardless of who was involved therewith, shall be owned exclusively by Customer and either delivered to Customer or made available for inspection by Customer. Customer's ownership of and title to the foregoing shall arise automatically upon its creation. To the extent Supplier has any title to the foregoing, Supplier shall take and cause to be taken all necessary steps (including a waiver of any moral rights) to transfer title thereto to Customer.
- 6. GOVERNING LAW**
This Purchase/Service Order shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase/Service Order. The parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of Customer to take proceedings in any other jurisdiction. The parties hereby waive any right to a trial by jury.
- 7. TIME OF THE ESSENCE**
Time shall be of the essence in this Purchase/Service Order.
- 8. SET-OFF**
Customer shall be entitled at all times to set off at law and/or in equity any amount owing from Supplier to Customer against any amount due or owing to Supplier with respect to this or another Purchase/Service Order.
- 9. COUNTERPARTS**
The parties may execute this Purchase/Service Order by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.
- 10. INSURANCE**
- 10.1 Supplier shall effect and maintain:**
- 10.1.1 comprehensive general liability insurance to the value of \$2 million (Canadian) for any one loss or occurrence and in the aggregate with respect to personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement include Customer, its affiliates and their respective officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Supplier under this Purchase/Service Order;
- 10.1.2 workers compensation insurance as required by law;
- 10.1.3 automobile public liability and property damage insurance in an amount not less than \$2 million (Canadian) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, lease or controlled by the Supplier and used in connection with the Goods or Services and any other motor vehicle insurance including death or injury cover as required by applicable legislation;
- 10.1.4 "all risks" property insurance covering Supplier's owned property and property of others in the care, custody or control of Supplier or for which Supplier has assumed liability, including while in transit or storage on a replacement cost basis, including a loss payee clause in favour of Customer which such property is property of Customer; and
- 10.1.5 Such other insurances required by the Customer or required by law, upon terms acceptable to the Customer.
- 10.2 Supplier shall ensure that the above insurance policies:**
- 10.2.1 Are endorsed to provide Customer with not less than thirty days written notice in advance of cancellation, change or amendment restricting coverage;
- 10.2.2 Do not include a deductible that exceeds such minimum amount that a reasonably prudent business person would consider reasonable and
- 10.2.3 Take the form of an occurrence basis policy and not a claims-made policy.
- 10.3** Supplier shall on request provide Customer with a copy of the certificates or insurance evidencing all the coverage stipulated above and Customer may withhold payment of any invoice until it receives such evidence of such coverage.
- 11. INDEMNIFICATION, LIABILITY**
- 11.1** The Supplier shall be liable to Customer, its directors, officers, employees and agents (an "Indemnified Party") for and shall separately indemnify and save each Indemnified Party harmless from and against all claims, demands, proceedings, liabilities, costs, charges and expenses (including legal costs on a solicitor and own client basis) suffered by or incurred by such Indemnified Party that arise out of, result from are based upon or are in any way connected with this Purchase/Service order, including without limitation those resulting from acts or omissions, neglect or default of the Supplier, its officers, directors, employees or agents arising in connection with or as a result of obligations under the Purchase/Service Order.
- 11.2** The Supplier shall not be liable to or obligated to indemnify an Indemnified Party for any indirect or consequential damages or losses of the Indemnified Party, whether in tort, in equity or otherwise at law.
- 11.3** The provisions of this Clause 11 shall survive the expiry or termination of this Purchase/Service Order.
- 12. PERFORMANCE AND QUALITY**
- 12.1 Materials and Workmanship**
All Services and/or Goods supplied shall be suitable for the purpose for which they are required. The Supplier must use new and undamaged materials, unless otherwise specified in the Purchase/Service Order and the workmanship must be of a high quality and standard and in any event carried out in accordance with good engineering practice and comply with all applicable Canadian standards and/or other referenced codes, the requirements of the relevant statutory authorities and all applicable laws, including without limitation all statutory obligations in relation to occupational health and safety. Goods supplied must meet all applicable Canadian standards and/or other referenced codes, the requirements of the relevant statutory authorities and

- all applicable laws, including without limitation all statutory obligations in relation to occupational health and safety.
- 12.2 Supplier Qualifications**
The Supplier represents and warrants to the Customer that it has the necessary skills, resources and experience to successfully perform the Services and/or supply the Goods in accordance with the requirements of the Purchase/Service Order.
- 12.3 Testing and Inspection**
- 12.3.1** The Goods and/or Services must be tested in accordance with the requirements of the Purchase/Service Order, including any Specification. Unless otherwise stated in the Purchase/Service Order, any tests and the costs thereof will be the responsibility of the Supplier. The results of tests shall be promptly supplied to the Customer in writing.
- 12.3.2** The Customer will have the right to inspect, expedite and monitor performance of the Services and/or the delivery of the Goods and the Supplier must give the Customer access to the Supplier's premises for such purpose during its normal working hours. The Services and/or Goods will not be accepted by the Customer until inspected and approved by the Customer. Any inspection by the Customer will not relieve the Supplier from its obligations to comply with the requirements of the Purchase/Service Order and will in no way impair the Customer's right to require subsequent correction or re-performance of non conforming Services and/or Goods.
- 12.4 Quality Standards**
The Supplier must comply with the standards of quality specified in the Purchase/Service Order. If no standards are specified the Supplier must comply with the best practice industry standards applicable to the Services and/or Goods concerned.
- 12.5 Defects and Warranty**
- 12.5.1** Supplier represents, warrants and covenants, and acknowledges that Customer is relying on such representations, warranties and covenants in entering into this Purchase/Service Order, that:
- (i) Supplier has the capacity and is authorized to enter into this Purchase/Service Order and perform its obligations hereunder;
 - (ii) Supplier has good title to and the right to sell the Goods to be provided hereunder and to perform the Services, and has all required permits and approvals in respect of the import, sale and shipping of the Goods and the provision of the Services;
 - (iii) The Goods are free from liens, charges, encumbrances, mortgages or other defects in title.
 - (iv) The Goods and Services shall conform to all specifications, drawings, samples or descriptions furnished to or by Customer, if any, and shall be merchantable, of good material and workmanship, and free from defect, failing which Supplier shall replace such non-conforming or defective Product to the reasonable satisfaction of Customer without additional cost to Customer;
 - (v) The Goods shall be new and made to the specified quality.
 - (vi) The Goods and Services shall be free from defects in design, materials and workmanship.
 - (vii) Supplier knows of Customer's intended use of the Goods and Services, and all of the Goods have been selected, designed, manufactured or assembled by Supplier based on Customer's intended use and shall be fit and sufficient for the particular purpose intended by Customer;
 - (viii) Supplier has the right to use any patented or copyrighted matter which is used in the manufacture or supply of the Goods and Services;
 - (ix) It shall, unless otherwise provided in this Purchase/Service Order, provide all the equipment, personnel, supplies, consumables, superintendence and labour necessary to perform the Services;
 - (x) It has experience in providing the Services and will provide the Services in a safe, efficient and professional manner in accordance with the terms of this Purchase/Service Order, and to the extent that it does not perform in this manner, it shall redo the Services without additional cost to Customer or not invoice Customer for such Services; and
 - (xi) It shall provide only fully trained and qualified individuals to perform the Services.
- 12.5.2** The Supplier represents and warrants that it will comply with any of the Customer's policies notified by the Customer to the Supplier from time to time, including without limitation any of the Customer's privacy policies.
- 12.5.3** The representations and warranties provided for in this Purchase/Service Order are in addition to any statutory warranties applicable to the Services and/or Goods.
- 12.5.4** Until the expiry of any applicable warranty period, the Customer may give written notice to the Supplier of any failure or defect in the Services and/or Goods. The Supplier must without delay and at no cost to the Customer:
- (i) correct any defect in the Services covered by the representations and warranties, by way of re-performance of the Services in a manner acceptable to the Customer; or
 - (ii) Correct any defect or failure in the Goods covered by the warranty, by way of repair, replacement, modification or other means acceptable to the Customer.
- 12.5.5** If the Supplier fails to correct any defects and failures, of which it has been notified by the Customer, within the time specified in the notice (which must not be unreasonable), the Customer will have the right to rectify the Services and/or Goods itself or have the rectification undertaken by a third party. All costs so incurred will be a debt due and payable by the Supplier to the Customer which may be deducted from moneys otherwise owing to the Supplier by the Customer.
- 12.5.6** Any Services re-performed or rectified and/or any Goods repaired under warranty may be subject to a further full Warranty Period, if required by the Customer, commencing on the date of completion of any such re-performance, rectification or repair.
- 13. DELIVERY/DELAY**
- 13.1** Unless otherwise specified in the Purchase/Service Order, Goods must be delivered FOT, adequately packaged and protected to ensure safe delivery, to the delivery point and by the delivery date(s) specified in the Purchase/Service Order Form
- 13.2** The Goods will become the property of the Customer upon delivery of the Goods to the Customer, as evidenced by the signature on the delivery docket of a duly authorised representative of the Customer. Such signature is not, and will not be deemed to be, an acknowledgement of the acceptability of the Goods. Notwithstanding that the Customer has taken delivery of the Goods, the Supplier will remain responsible for any loss or damage to the Goods, which may have occurred prior to delivery, and for any non compliance of the Goods with the requirements of the Purchase/Service Order.
- 13.3** The Supplier must take all reasonable steps to minimise or prevent any delay in the performance of the Services or the delivery of the Goods. The Customer may grant an extension of time to the nominated delivery date provided or in the performance of the Services provided:
- 13.3.1** The delay is caused by a reason completely beyond the control of the Supplier, including any industrial disputes, acts of God, war, riot, fire, storm or flood.
- 13.3.2** The Supplier has notified the Customer in writing within seven (7) days of the delay first occurring (or such other time as may be specified in the Purchase/Service Order) of its claim for an extension of time and provide within such notice an explanation of the reasons for such delays together with Supplier's estimate of the date that the performance of Services will recommence and/or the Goods will be delivered. The Customer shall not be liable for any extension of time claim that is not lodged in writing with the Customer within seven (7) days of the delay first occurring.
- 13.4** If the Supplier fails to perform the Services in a timely fashion or fails to deliver the Goods by the specified delivery date(s), the Customer may terminate the Purchase/Service Order either in whole or in part for default, in accordance with the provisions of Clause 15.2 and/or deduct from monies due to the Supplier as liquidated damages, representing a genuine pre estimate of the Customer's damages and not as a penalty, the amount specified in the Purchase/Service Order Form, for each week or part thereof in which the non-performance continues or delivery exceeds the specified delivery date.
- 14. VARIATIONS**
- 14.1** The Customer may vary the work under the Purchase/Service Order or any condition thereof and the Supplier must carry out any such variation as directed by the Customer. The Supplier's price (addition or reduction) for any variation and any effect on the delivery date(s) of the Services and/or Goods will preferably be agreed between the Customer and Supplier prior to the Supplier carrying out any such variation. However, if agreement cannot be reached, the Customer will determine the price for the variation and its effect on the date of performance of the Services and/or the delivery date(s) of the Goods.
- 14.2** The Supplier must not vary the work under the Purchase/Service Order or any condition thereof, except as directed and approved by the Customer in writing. No such variation will invalidate the Purchase/Service Order.
- 15. SUSPENSION/TERMINATION**
- 15.1 Suspension**
The Customer may, at any time by written notice, suspend all or part of the Purchase/Service Order for any reason whatsoever. Upon receipt of a notice of suspension, the Supplier will cease work in accordance with the directions of the notice. The Supplier must recommence the work under the Purchase/Service Order within forty eight (48) hours of being directed to do so by the Customer.
- 15.2 Termination by Default**
In the event of a breach by the Supplier of any of the terms and conditions of the Purchase/Service Order, which in the opinion of the Customer may significantly delay the completion of the Purchase/Service Order and which is not remedied within seven (7) days of the Customer notifying the Supplier in writing of any such breach, the Customer may terminate the Purchase/Service Order in whole or part.
- 15.3 Termination for Insolvency**
If, in the opinion of the Customer, the Supplier is unable to effectively perform its obligations under the Purchase/Service Order due to insolvency, bankruptcy or related reasons, the Customer will be entitled to terminate the Purchase/Service Order.
- 15.4 Termination at Customer's Option**
Notwithstanding any other provisions of the Purchase/Service Order, the Customer may terminate the Purchase/Service Order by giving fourteen (14) days prior written notice to the Supplier. In such event, this Purchase/Service Order shall terminate effective as of the end of business on such 14th day.
- 15.5 Supplier's Rights and Obligations on Suspension/Termination**
- 15.5.1** In the event of suspension of this Purchase/Service Order, the Supplier will not be entitled to any compensation by the Customer for any costs which Supplier may incur as a result of any such suspension.
- 15.5.2** In the event of a termination of this Purchase/Service Order by Customer due to Supplier's default under Clause 15.2 and/or insolvency of the Supplier or its default under Clause 15.3, the Customer may immediately suspend any further payment to the Supplier under this Purchase/Service Order. Any additional costs incurred by the Customer to complete the Purchase/Service Order in excess of what the Customer would have paid under the Purchase/Service Order had it not been suspended shall be a debt immediately due and payable by the Supplier to the Customer.
- 15.5.3** In the event of termination by the Customer under Clause 15.4, and provided the Supplier is not in default, the Customer shall pay the Supplier for work carried out prior to termination and all reasonable costs associated with the cancellation of any orders placed by the Customer prior to termination. The Customer shall not otherwise be liable for any other costs of the Supplier in respect of the termination.
- 16. PRICE AND PAYMENT**
- 16.1** Unless otherwise stated in the Purchase/Service Order, prices shall be fixed and not subject to any variation for any reason, including but not limited to variations in the cost of labour, material or exchange rates.
- 16.2** Subject to Clause 16.1.4 the Supplier shall be responsible for the payment of all relevant Canadian taxes and overseas taxes, goods and services taxes, duties and charges payable with respect to the Goods and/or Services. The Purchase/Service Order price will be deemed to be inclusive of all such taxes, duties and charges.
- 16.3** Unless otherwise specified in the Purchase/Service Order, invoices for payment must be submitted to the Customer for payment following delivery of the Goods or following performance of the Services, and payment of the approved amount will be made by the Customer no later than the end of the calendar month after the calendar month in which the invoice was received.
- 16.4 Taxes**
- 16.4.1** Supplier shall comply with all applicable tax laws, including but not limited to laws relating to:
- (i) The collection and remittance of GST and PST;
 - (ii) The withholding of applicable taxes from those of its employees performing work under this Purchase/Service Order; and
 - (iii) The posting of PST security with the responsible authorities (applicable where Supplier provides Services in Ontario and is not a resident in such province).
- 16.4.2** Supplier shall be liable for and shall indemnify Customer in accordance with Clause 11 in respect of any claims, penalties, interest or costs made or assessed against Customer arising from Supplier's non-compliance with tax laws.
- 16.4.3** Where applicable, Supplier shall certify to Customer that it has posted PST security as indicated above and, to the extent Supplier fails to do so, Customer shall be entitled to withhold the applicable value of PST from its payments to Supplier and remit same to the responsible authorities.
- 16.4.4** Where applicable, Supplier shall invoice and identify provincial sales tax on services supplied in the respective provinces.
- 16.4.5** Customer shall be entitled to withhold from any sum otherwise payable to Supplier, such amounts as may be required to be withheld by law, including without limitation under the *Builders' Lien Act* (Alberta) or equivalent legislation in other provinces and territories and the *Income Tax Act* (Canada). If required by section 153 of the *Income Tax Act* (Canada) or section 105 of the *Income Tax Regulations* (Canada) (the "Act and the Regulations"), Customer shall deduct or withhold from amounts paid to Supplier hereunder such amount of tax as is required to be deducted or withheld by the Act and the Regulations in respect of Services rendered or provided in Canada and shall remit such amount to the Receiver General for Canada. Provided however that if, prior to payment by Customer, Supplier has furnished to Customer a waiver issued by the Canada Revenue Agency releasing Customer from any withholding obligation pursuant to section 105 of the Regulations in respect of amounts payable pursuant to this Agreement, Customer shall not deduct or withhold tax pursuant to section 105 of the Regulations from any such payment if the waiver is in force at the time of payment. For greater certainty, Customer shall continue to deduct and withhold tax in accordance with the Act and the Regulations in respect of any amount paid to Supplier to which the waiver does not apply.
- 17. RELATIONSHIP**
In relation to the performance of Services, the Supplier will provide the Services as an independent contractor and nothing in the Purchase/Service Order will be construed so as to constitute the Supplier as an employee of the Customer or constitute a partnership between the parties or so as to constitute either party as the agent or legal representative of the other party.
- 18. DISPUTES**
- 18.1** In the event of any unresolved dispute between the Customer and the Supplier, the Supplier must ensure that the progress of the work under the Purchase/Service Order is continued without any effect on the specified delivery date.
- 18.2** The Parties agree to adhere to the following provisions before enforcing any other rights permitted by law in the resolution of any dispute or difference arising between the Customer and the Supplier under or in respect of this Agreement (a "Dispute"):
- 18.2.1** A party seeking to resolve a Dispute shall provide Notice thereof to the other party, which Notice shall contain particulars of the grounds of the Dispute in reasonable detail so as to fully inform the other party as to the material issue(s) in dispute.
- 18.2.2** Upon issuance and receipt of such Notice representatives of the parties shall meet and attempt to resolve the Dispute on an amicable basis.
- 18.2.3** Should no such resolution occur within fourteen (14) days thereafter, either party may by further Notice escalate the Dispute to the executive officers of the parties, who shall meet and attempt once again to resolve the Dispute within a further fourteen (14) days, failing which failing which either party shall be at liberty to enforce its rights as it sees fit, subject only to the terms and conditions of this Agreement.
- 18.3** The parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the Customer to take proceedings in any other jurisdiction.