



STANDARD TERMS AND CONDITIONS

Applicability Overview

Section	Applies To
Part A – General Terms	All Purchase Orders
Part B – Goods / Supplies-Specific Terms	Only POs involving goods, materials, equipment, supplies, inventory, parts, chemicals, software, technology-enabled products or tangible deliverables
Part C – Services-Specific Terms	Only POs involving professional services, consulting, maintenance, construction services, technical services, labour, staffing, training, project management, implementation or other service-based deliverables
Part D – Specialized Schedules	Only where expressly incorporated or applicable to the relevant PO

Part A – General Terms Applicable to All Purchase Orders

The clauses in this Part A apply to every Purchase Order, whether the Purchase Order is for Goods, Services, or both.

1. Definitions

In these Standard Purchase Order Terms and Conditions, unless the context requires otherwise:

“Affiliate” means, in relation to an entity, another entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

“Buyer” means the entity or entities expressly identified as the issuer of the Purchase Order. No Affiliate or related entity of Buyer is a party to or liable under the Purchase Order merely because it is referred to in the Purchase Order, receives a benefit from the Products or is an indemnified party. Where more than one entity is identified as Buyer, each is responsible only for its own obligations unless the Purchase Order expressly states otherwise.

“Buyer’s Location” means the ship-to, service, work, installation, storage or delivery location identified in the Purchase Order or otherwise directed by Buyer.

“Goods or Supplies” means goods, materials, equipment, inventory, supplies, parts, components, chemicals, technology-enabled products, software, firmware, documentation or other tangible or deliverable items supplied under the Purchase Order.

“Purchase Order” means the purchase order issued by Buyer, together with these Terms and Conditions and each document expressly incorporated in accordance with Section 4.

Products means Goods, Supplies, Services, work, documentation and deliverables covered by the Purchase Order, collectively or individually as the context requires.

“Seller” means the person or entity to whom the Purchase Order is issued, including its successors and permitted assigns.



“Seller Documents” means any response, quotation, proposal, acknowledgement, invoice, packing slip, bill of lading, online terms, click-through terms or other document issued by Seller.

“Services” means professional services, consulting services, maintenance services, construction services, technical services, labour, staffing, training, project management, implementation, support, repair, installation or other service-based work performed under the Purchase Order.

2. Applicability of Goods and Services Provisions

The Purchase Order may be issued for Goods/Supplies, Services, or a combination of Goods/Supplies and Services. Unless expressly stated otherwise in the Purchase Order, the General Terms apply to all Purchase Orders, the Goods/Supplies-Specific Terms apply to the supply of Goods/Supplies and related obligations, and the Services-Specific Terms apply to the provision of Services and related deliverables.

Where a Purchase Order includes both Goods/ Supplies and Services, the Goods/Supplies-Specific Terms and the Services-Specific Terms apply concurrently to the extent relevant to the Products and Seller’s obligations. A provision is not inapplicable merely because the relevant Product, obligation or deliverable could be characterized as relating to both Goods/ Supplies and Services.

If there is a conflict or inconsistency between a Goods/Supplies-Specific Term and a Services-Specific Term, the provisions shall first be interpreted, to the extent reasonably possible, so that both are given effect. If both provisions cannot be given effect, the provision that, in Buyer’s reasonable determination, affords greater protection, benefit, right or remedy to Buyer or imposes the more stringent obligation, standard or liability on Seller shall govern to the extent of the conflict. Where both provisions can be complied with, Seller shall comply with both and Buyer’s rights and remedies are cumulative.

For greater certainty, this Section addresses the applicability of and conflicts among the provisions of these Terms and Conditions. Any conflict involving another document forming part of the Purchase Order shall be resolved in accordance with Section 4.

3. Offer, Acceptance and No Modification

The Purchase Order constitutes Buyer’s offer to purchase the Products described in the Purchase Order solely on and subject to all of its terms and conditions. Seller accepts the Purchase Order and agrees to be bound exclusively by its terms by signing or acknowledging it, commencing any work, shipping any Goods or Supplies, performing any Services, submitting an invoice or otherwise indicating acceptance.

Any terms contained in Seller Documents, including terms incorporated by reference or hyperlink, that are additional to, different from or inconsistent with the Purchase Order are expressly rejected and have no force or effect unless Buyer’s authorized representative expressly accepts them in writing with specific reference to each provision being accepted. Buyer’s receipt,



inspection, acceptance, use or payment for any Products, or any other act or omission of Buyer, does not constitute acceptance of any Seller terms or modify the Purchase Order.

Seller shall not commence work, acquire materials or incur costs beyond the scope and quantities expressly authorized by the Purchase Order or a written change order issued in accordance with Section 19 by Buyer's authorized representative. Except for quantities expressly ordered, Buyer makes no minimum purchase, requirements, exclusivity or forecast commitment. Any forecast, estimate or anticipated requirement is provided for planning purposes only and is not binding on Buyer.

4. Order of Precedence

If there is a conflict or inconsistency, the following order of precedence applies: (a) any amendment signed by authorized representatives of Buyer and Seller that expressly identifies the provision it varies; (b) any agreement signed by authorized representatives of Buyer and Seller and expressly stated to govern the Purchase Order; (c) any change order issued under Section 19, solely with respect to the scope, quantity, schedule, delivery or other change it expressly directs and subject to any governing signed agreement; (d) any specialized schedule expressly incorporated into the Purchase Order; (e) any special conditions stated on the face of the Purchase Order; (f) any statement of work, specification or drawing issued by Buyer; (g) the remaining provisions on the face of the Purchase Order, including its scope, quantity, price and delivery requirements; (h) any applicable RFP, RFT or RFQ and addenda issued by Buyer; (i) these Terms and Conditions; and (j) Seller's response, quotation or proposal, solely with respect to technical scope and pricing accepted by Buyer and excluding all Seller legal or commercial terms.

A lower-ranking document supplements a higher-ranking document only to the extent it is consistent with it. No Purchase Order, Seller Document or incorporated reference amends a signed agreement unless it expressly identifies the provision being amended and is signed by authorized representatives of Buyer and Seller. Seller terms are not incorporated merely because they are attached, linked, referenced or included in a quotation, acknowledgement, portal, packing slip, invoice or other Seller Document.

5. Price, Taxes and Price Warranty

Prices are firm and include all costs of Seller's performance unless the Purchase Order expressly states otherwise. No additional charge, surcharge or price adjustment is payable unless expressly authorized in a written change order issued under Section 19 by Buyer's authorized representative.

Seller shall pay, and the Prices include, all duties, tariffs, levies, assessments, fees, freight, packing, crating, insurance and other costs applicable to the Products or arising from Seller's performance, except for applicable GST/HST and any other sales, use, value-added or similar transaction tax that applicable law requires Seller to collect from Buyer, in each case separately identified on a proper invoice. Seller shall not charge any tax for which Buyer provides evidence of an applicable exemption. Seller remains responsible for all taxes imposed on Seller's income,



profits, capital, payroll, property, personnel or business operations and for any interest or penalties arising from Seller's failure to collect, report or remit taxes as required by law.

Seller represents and warrants that the net prices and pricing-related terms provided to Buyer under the Purchase Order are no less favourable than those provided by Seller to any other arm's-length customer purchasing substantially similar Products in comparable quantities and under comparable commercial conditions. Net prices and pricing-related terms include all discounts, rebates, credits, allowances, incentives and other price concessions.

If, during Seller's performance of the Purchase Order, Seller provides more favourable net pricing or pricing-related terms in a comparable transaction, Seller shall promptly notify Buyer and extend the benefit of the more favourable pricing or terms to Buyer effective as of the date they were first provided to the other customer. Seller shall promptly refund or credit Buyer for any resulting overpayment and, upon Buyer's reasonable request, provide a certificate signed by an authorized officer confirming Seller's compliance with this Section.

6. Invoicing and Payment

Seller shall submit invoices in accordance with the Purchase Order and Buyer's invoicing instructions. Each invoice must include, at minimum and as applicable: (a) Seller's legal name and business address; (b) the Purchase Order number and any applicable contract or work-order number; (c) the invoice date; (d) the applicable payment period, milestone or other payment entitlement; (e) a description of the Products, including quantities where applicable; (f) unit prices, the amount payable and payment terms; (g) applicable taxes and the total amount payable; (h) Seller's remittance address and contact information; and (i) any other information or supporting documentation expressly required by the Purchase Order or reasonably requested by Buyer that is necessary for the proper functioning of Buyer's accounts-payable system, in each case to the extent permitted by applicable law.

Unless otherwise stated in the Purchase Order, and except where the Construction Act (Ontario) applies, payment terms are net thirty (30) days after the later of Buyer's receipt of a proper invoice and Buyer's acceptance of the conforming Products.

Where the Construction Act (Ontario) applies to any Products, its mandatory provisions concerning proper invoices, notices of invoice deficiencies, notices of non-payment, payment timing, holdbacks, trust obligations and adjudication govern those Products, and any inconsistent provision of the Purchase Order is deemed modified only to the extent necessary to comply with that Act.

Payment shall be made in Canadian dollars unless otherwise stated in the Purchase Order. Buyer's receipt, review or payment of an invoice does not constitute acceptance of the Products or waive any right or remedy of Buyer.

7. Set-Off

To the fullest extent permitted by applicable law, Buyer may set off, deduct or withhold from any amount payable by Buyer to Seller under the Purchase Order or any other agreement between Buyer and Seller any amount due and owing by Seller or any Affiliate of Seller to Buyer or any Affiliate of Buyer, whether arising under the Purchase Order, another agreement or otherwise. Seller authorizes Buyer to exercise this right and agrees that doing so does not constitute a



breach of the Purchase Order or a failure to pay the amount so applied. This Section does not permit any set-off, deduction or withholding from statutory trust funds or holdback, or otherwise in contravention of the Construction Act (Ontario).

8. Insurance

Seller shall, at its own expense, maintain insurance coverage appropriate to the Products and the risks of the Purchase Order, including commercial general liability, automobile liability, workers' compensation coverage, and where applicable professional liability, cyber liability, pollution/environmental liability, contractor's equipment, cargo, installation floater or other coverage reasonably required by Buyer.

Unless Buyer agrees otherwise in writing, commercial general liability coverage shall have limits of not less than five million dollars (\$5,000,000) per occurrence, automobile liability coverage shall have limits of not less than two million dollars (\$2,000,000), and professional liability coverage, where applicable, shall have limits of not less than two million dollars (\$2,000,000). Buyer shall be added as an additional insured on commercial general liability coverage, which shall be primary and non-contributing. Seller shall provide certificates of insurance upon request and prior to commencing work where requested.

9. Indemnification

Seller shall indemnify, defend and hold harmless Buyer, its Affiliates, customers, commissioners, shareholders, directors, officers, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against all claims, demands, actions, proceedings, orders, penalties, fines, damages, losses, judgments, settlements, liabilities, costs and expenses, including reasonable legal fees and the costs of investigation, defence, remediation, recall and enforcement, arising out of or relating to:

- (a) any negligent act or omission, professional error, misconduct or willful act of Seller or any of its directors, officers, employees, agents, suppliers or subcontractors in connection with the performance or non-performance of the Purchase Order, including the provision of any Services;
- (b) any breach of the Purchase Order;
- (c) any defective, unsafe, non-conforming or recalled Products;
- (d) any bodily injury, illness, death or damage to property;
- (e) any release of hazardous materials or other adverse environmental condition;
- (f) any actual or alleged infringement, misappropriation or violation of intellectual property rights;
- (g) any employment, labour, workplace safety and insurance, payroll, tax, pension, benefit or statutory remittance claim relating to Seller's personnel;
- (h) any lien or other construction-related claim; or
- (i) any violation of applicable law.

Seller's indemnity obligations are independent of and shall not be reduced or limited by any insurance maintained or required to be maintained by Seller or by any compensation or benefits payable under workplace safety and insurance, disability-benefit or similar legislation or programs, except to the extent prohibited by applicable law.



To the fullest extent permitted by applicable law, Seller's obligations under this Section apply notwithstanding that an act or omission of an Indemnified Party may have contributed to the applicable claim or loss, but do not apply to the extent the claim or loss is finally determined to have resulted from the gross negligence or wilful misconduct of that Indemnified Party.

Seller shall not settle a claim without Buyer's prior written consent if the settlement imposes any obligation, restriction or admission on an Indemnified Party, affects Buyer's operations, or fails to provide each Indemnified Party with a complete and unconditional release. Buyer may participate in the defence with counsel of its choice and may assume control of the defence where Buyer reasonably determines that a conflict of interest or material operational, regulatory or reputational risk exists. Seller shall reimburse the reasonable costs of such participation or defence. Buyer may enforce this Section on behalf of each Indemnified Party.

10. Compliance with Laws, Safety and Buyer Policies

Seller shall comply with all applicable federal, provincial, municipal and local laws, regulations, codes, standards, permits, approvals, orders and directives relating to the Products, including occupational health and safety, employment, labour, human rights, accessibility, environmental protection, transportation, hazardous materials, WHMIS, consumer/customer protection, utilities, construction, privacy, cybersecurity, anti-corruption, sanctions, customs, import/export, tax and supply chain transparency laws.

Seller and its personnel shall comply with Buyer's reasonable site, security, safety, privacy, code of conduct and operational policies when accessing Buyer's premises, systems, information or customers.

11. Forced Labour, Trade and Supply Chain Compliance

Seller shall comply with all applicable laws relating to forced labour, child labour, modern slavery, human trafficking, sanctions, anti-corruption, import controls, export controls, customs, country-of-origin marking, tariff classification, ethical sourcing and supply chain transparency. Upon request, Seller shall provide certifications, declarations, country-of-origin information, supply chain due diligence documentation and other information reasonably required by Buyer to demonstrate compliance.

12. Privacy, Access to Information and Confidentiality

Seller acknowledges that certain Buyer entities are subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario) ("**MFIPPA**") and that records within Buyer's custody or control, including records held by Seller on Buyer's behalf, may be subject to access, disclosure, retention and other statutory requirements. Seller shall clearly identify any information it considers confidential or proprietary when submitting it to Buyer, but acknowledges that Buyer cannot guarantee confidentiality and may disclose such information where required by applicable law, court order or lawful governmental authority. Nothing in the Purchase Order requires Buyer to resist or challenge any required disclosure.

"Buyer Information" means all records, data, personal information and other non-public information of or relating to Buyer, its Affiliates, customers, employees or suppliers that is: (a) provided or made accessible to Seller by or on behalf of Buyer; (b) collected, created, generated, derived or processed by Seller for or on behalf of Buyer; or (c) accessed by Seller in connection with the Purchase Order. All Buyer Information shall be treated as confidential. As between Buyer



and Seller, all records comprising Buyer Information are owned by Buyer, remain subject to Buyer's direction and control, and shall not be withheld from Buyer because of a payment or other dispute.

Seller shall collect, access, use, store, process and disclose Buyer Information solely as necessary to perform the Purchase Order, in accordance with Buyer's written instructions and MFIPPA, the Personal Information Protection and Electronic Documents Act (Canada), and other applicable privacy and access-to-information laws. Seller shall not sell, monetize, data mine or use Buyer Information for advertising, profiling, product development, training or developing any artificial-intelligence or machine-learning model, or any other secondary purpose.

Seller shall maintain administrative, technical and physical safeguards appropriate to the sensitivity of Buyer Information and the associated risks. Seller shall restrict access to personnel who require access to perform the Purchase Order and who are bound by written confidentiality and privacy obligations. Seller shall not disclose Buyer Information to a subcontractor or other third party except as authorized by Buyer, and shall ensure that every approved subcontractor with access to Buyer Information is bound by written obligations no less protective than those contained in the Purchase Order. Seller remains fully responsible for every act and omission of its personnel and subcontractors relating to Buyer Information.

Seller shall promptly assist Buyer with any access or correction request, privacy impact assessment, records-retention requirement, legal hold, audit, investigation, complaint or regulatory obligation. Seller shall immediately forward to Buyer any request it receives for access to, correction of or disclosure of Buyer Information and shall not respond except as directed by Buyer or required by law. If Seller receives any subpoena, order, demand or other request compelling disclosure of Buyer Information, Seller shall, unless prohibited by law, promptly notify Buyer, allow Buyer a reasonable opportunity to seek protective treatment, cooperate with Buyer for that purpose, and disclose only the minimum information legally required.

Seller shall immediately notify Buyer by telephone and email of any actual or reasonably suspected unauthorized collection, access, use, disclosure, alteration, loss or destruction of Buyer Information or other actual or suspected privacy breach. Seller shall immediately contain the breach, preserve relevant evidence and records, investigate its cause and scope, mitigate and remediate its effects, provide Buyer with regular updates and all information reasonably requested, and cooperate fully with Buyer's response, notification and regulatory obligations. Seller shall not notify any individual, customer, regulator or other third party concerning a breach involving Buyer Information unless directed by Buyer or legally required, in which case Seller shall consult with Buyer in advance unless prohibited by law.

Upon Buyer's request or completion or termination of the Purchase Order, Seller shall promptly return or securely destroy all Buyer Information in its possession or control, including all copies, and certify completion in writing, except to the extent retention is required by applicable law. Any retained Buyer Information remains subject to this Section and shall not be accessed or used for any other purpose.

Seller's obligations under this Section survive completion, expiration or termination of the Purchase Order for so long as Seller retains Buyer Information or the information otherwise remains confidential..



13. Cybersecurity and Technology Access

Seller shall maintain and regularly test a written, risk-based information-security program proportionate to the Products and information involved, including least-privilege access, multi-factor authentication for privileged and remote access, encryption in transit and at rest, logging and monitoring, vulnerability and patch management, secure backup and recovery, incident response, business continuity, personnel controls and supply-chain risk management.

Seller shall notify Buyer immediately, and in no event later than twelve (12) hours after discovery, of any actual or reasonably suspected cybersecurity incident or unauthorized access that has affected or could reasonably affect Buyer systems, networks, data, operational technology, operations, customers or technology-enabled Products. Seller shall preserve evidence, contain and remediate the incident, provide regular status updates, and provide all information and assistance Buyer reasonably requires to comply with OEB, IESO or other legal and regulatory obligations.

Seller shall promptly notify Buyer of any material vulnerability, exploit, end-of-support date, patch requirement or security advisory affecting the Products and shall remediate it in accordance with Buyer's risk-based priorities. Seller shall not make any public, customer or regulatory notification concerning an incident involving Buyer without Buyer's prior written approval unless legally required.

To the extent the Products affect an electricity distribution system, Seller shall support Buyer's compliance with the Ontario Cyber Security Standard, the Distribution System Code and applicable OEB and IESO requirements.

14. Intellectual Property, Data and Work Product

Seller warrants that Products do not infringe and will not infringe the intellectual property rights of any third party. Seller shall provide Buyer with all information, data, documentation, manuals, drawings, specifications and other materials reasonably necessary to use, operate, maintain, repair and support the Products.

Unless otherwise expressly stated in an agreement signed by Buyer and Seller, all deliverables, work product, data, reports, drawings, specifications, designs, inventions, discoveries, improvements and other materials created specifically for Buyer in connection with the Purchase Order ("**Work Product**") are owned by Buyer upon creation. Seller hereby irrevocably assigns to Buyer all right, title and interest in the Work Product, including all intellectual property rights.

Seller shall obtain from its personnel and subcontractors all assignments necessary to give effect to this Section and written waivers, in favour of Buyer and all persons authorized by Buyer, of all moral rights in the Work Product. Seller shall execute and cause such persons to execute further documents reasonably required to confirm or perfect Buyer's rights.

Seller retains ownership of its pre-existing materials and generally applicable tools, methodologies and technology developed independently of the Purchase Order and identified to Buyer in writing before their incorporation into a Product. To the extent any such material or approved third-party material is incorporated into or required to use, operate, modify, maintain, repair, support or obtain the full benefit of a Product or work product, Seller grants, or shall obtain for, Buyer and its Affiliates a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable and sublicensable licence to use, reproduce, modify, adapt, maintain, repair, support and create derivative works from that material.



Seller shall not incorporate third-party materials subject to terms inconsistent with the Purchase Order without Buyer's prior written approval.

15. Use of Buyer Name and Publicity

Seller shall not use Buyer's name, logo, trademark, service mark, photographs, project information, customer information or relationship with Buyer in any advertising, publicity, social media, marketing material, client list, press release or public announcement without Buyer's prior written consent.

16. Subcontracting and Assignment

Seller shall not assign the Purchase Order or delegate performance without Buyer's prior written consent.

Seller may use ordinary-course subcontractors, suppliers, carriers, manufacturers and service providers necessary to provide the Products (collectively, "**Subcontractors**"); however, Buyer's prior written consent is required before Seller engages or replaces any Subcontractor that: (a) will perform a material portion of the Services; (b) will access Buyer Information, Buyer systems, Buyer premises other than for routine deliveries, or Buyer's customers; or (c) may materially affect Product quality, safety, regulatory compliance, cybersecurity, privacy, continuity of supply, compatibility, supportability or Buyer's operations. Seller shall disclose its Subcontractors upon Buyer's request.

Seller shall ensure that each Subcontractor is bound by all obligations under the Purchase Order applicable to its work, including confidentiality, privacy, cybersecurity, intellectual property, compliance, safety, audit, record-retention, warranty and insurance obligations, on terms no less protective of Buyer. Seller remains fully responsible for each Subcontractor's acts, omissions, performance, compliance and payment as if they were those of Seller. No consent or approval by Buyer relieves Seller of any obligation or liability under the Purchase Order.

A change of control of Seller is deemed an assignment requiring Buyer's prior written consent.

Buyer may assign the Purchase Order without Seller's consent to an Affiliate or in connection with a reorganization, amalgamation, or sale or transfer of all or substantially all of the business or assets to which the Purchase Order relates.

17. Liens and Construction-Related Requirements

Seller shall keep all Products and Buyer property free from liens, claims and encumbrances. Seller shall comply with all applicable construction lien, prompt payment, trust fund, holdback, bonding, statutory declaration and related requirements. Upon request, Seller shall provide statutory declarations, valid WSIB clearance certificates and, where legally effective, releases acknowledging amounts actually paid; however, nothing in the Purchase Order requires an advance waiver of rights under the Construction Act (Ontario). Where the Construction Act (Ontario) applies, the parties shall retain, administer and release basic and finishing holdback, including mandatory annual holdback, strictly in accordance with that Act. Seller shall promptly provide information reasonably required to administer holdback and shall immediately notify Buyer of any lien or written notice of lien of which Seller becomes aware. Seller shall promptly provide the information reasonably required for Buyer to comply with statutory termination, publication, trust, holdback and payment requirements.



18. Audit Rights

Buyer may, upon reasonable notice and during normal business hours, audit Seller's records, invoices, quality documentation, inventory records, delivery records, service level reports, compliance records, cybersecurity attestations, supply chain documentation and other records relating to the Purchase Order. Seller shall cooperate with Buyer's audit and promptly correct any deficiencies identified.

19. Termination, Cancellation and Changes by Buyer

Buyer may cancel or terminate all or part of the Purchase Order for convenience by written notice. Upon receipt of notice, Seller shall stop work as directed, protect Buyer property, mitigate costs and provide any completed Products or work-in-progress as directed by Buyer. Buyer's liability for convenience termination shall not exceed the price for conforming Products accepted by Buyer and reasonable, documented, non-recoverable costs expressly approved by Buyer in writing.

Buyer may change drawings, designs, specifications, quantities, delivery location, delivery schedule, packaging, shipping method or scope by a written change order issued by Buyer's authorized representative. Seller shall proceed with the change as directed. If Seller believes that a change entitles it to an adjustment to the price or schedule, Seller shall promptly notify Buyer and submit a detailed written claim within thirty (30) days after receipt of the change order, supported by documentation reasonably acceptable to Buyer. Failure to do so constitutes an irrevocable waiver of the adjustment. Unless otherwise stated in the Purchase Order, any price adjustment shall be calculated using the applicable prices or rates in the Purchase Order or, if none apply, shall be limited to Seller's reasonable, documented and necessary direct incremental costs, net of all savings, credits and avoided costs, together with only those mark-ups expressly approved by Buyer. Any change that reduces Seller's costs shall result in a corresponding reduction to the price.

No adjustment to the price or schedule is effective or payable unless expressly approved in a written change order issued by Buyer's authorized representative. Pending agreement on an adjustment, Seller shall continue performance, including the changed work, as directed by Buyer.

Upon expiration or termination, Seller shall promptly deliver all completed and in-process Products, deliverables, Buyer Information, records and Buyer property requested by Buyer; refund prepaid amounts for Products not accepted; and provide reasonable transition assistance. Transition assistance shall be provided without additional charge where termination results from Seller's default and otherwise at rates approved by Buyer in writing. Seller shall not withhold Buyer property, Buyer Information or Buyer-owned work product because of a payment or other dispute.

20. Default and Remedies

Seller is in default if Seller: (a) breaches, fails to perform or repudiates any obligation under the Purchase Order; (b) fails to meet any delivery date, milestone, service level or other time-sensitive requirement, abandons performance, or supplies defective, unsafe, deficient or non-conforming Products and fails to correct them promptly; (c) fails to provide adequate assurance of performance or a corrective action plan as required under this Section; or (d) subject to applicable insolvency law, becomes insolvent or unable to pay its debts as they become due, makes an assignment or proposal for the benefit of creditors, ceases or threatens to cease



carrying on business, or becomes subject to bankruptcy, receivership, restructuring, liquidation or winding-up proceedings.

Where Buyer has reasonable grounds to believe that Seller's financial condition, progress, quality, compliance or performance may jeopardize the timely, safe or satisfactory performance of the Purchase Order, Buyer may require Seller to provide, within ten (10) days or any shorter period reasonably specified by Buyer having regard to the circumstances, adequate written assurance of due performance and a corrective action plan acceptable to Buyer acting reasonably. Pending receipt of that assurance and plan, Buyer may suspend further work, deliveries or access by Seller and, to the extent permitted by applicable law, suspend Buyer's corresponding performance or payment obligations. Seller's failure to comply with Buyer's request constitutes a material default.

Buyer may, but is not required to, give Seller an opportunity to cure a default. No cure period is required where the default is incapable of cure, is repeated, concerns a time-sensitive obligation, or creates or may create a safety, security, privacy, cybersecurity, environmental, regulatory, operational or service-continuity risk. Any cure period allowed by Buyer does not limit Buyer's right to take interim protective measures.

Without limiting Seller's obligations under Section 9, the termination and transition requirements under Section 19 or any other right or remedy available to Buyer, upon a default Buyer may: (a) suspend Seller's performance, deliveries or access; (b) withhold payment or exercise its rights of set-off, in each case to the extent permitted by applicable law; (c) require corrective action or additional assurance; (d) cancel or terminate all or part of the Purchase Order; (e) reject or return affected Products; (f) correct, complete or obtain replacement Products from another source; (g) recover all resulting losses, damages and reasonable costs and expenses, including costs of inspection, removal, storage, expediting, re-procurement, completion and transition; and (h) exercise any other right or remedy available under the Purchase Order, at law or in equity.

Following cancellation or termination for default, Buyer is required to pay only for conforming Products delivered and accepted before the effective date of termination, less all amounts recoverable by or owing to Buyer. Seller is not entitled to any cancellation or termination charge, anticipated profit or compensation for unperformed work. Buyer's remedies are cumulative and may be exercised concurrently or separately. No exercise of, or failure to exercise, a remedy constitutes a waiver of another remedy, and Seller's cure of a default does not relieve Seller of liability for its consequences.

21. Limitation of Buyer Liability

Buyer's liability arising out of or related to the Purchase Order shall not exceed the price payable for conforming Products accepted by Buyer. Buyer is not liable for anticipated profits, loss of business, loss of revenue, penalties, incidental, consequential, indirect, punitive, exemplary or special damages, whether based in contract, tort, negligence, strict liability, warranty or otherwise. For purposes of this Section, "Buyer" includes Buyer's Affiliates, commissioners, shareholders, directors, officers, employees, agents, successors and assigns. The limitations in this Section apply to their aggregate liability and are not multiplied by the number of claims, claimants or legal theories.



22. Dispute Resolution, Governing Law and Jurisdiction

The Purchase Order is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Except as otherwise provided in this Section, the parties shall first attempt in good faith to resolve any dispute through discussions between representatives having authority to settle it. Either party may propose mediation, but mediation shall occur only with the written agreement of both parties and shall not delay arbitration or suspend any limitation period or other applicable deadline unless the parties expressly agree otherwise in writing.

Any dispute not resolved through discussions or an agreed mediation shall be finally resolved by binding arbitration under the *Arbitration Act, 1991* (Ontario). The arbitration shall be conducted in English by a single arbitrator, seated in Windsor, Ontario. The parties shall attempt to agree upon the arbitrator within ten (10) days after a written demand for arbitration, failing which the arbitrator shall be appointed in accordance with that Act. The arbitrator's award shall be final and binding and may be enforced by a court of competent jurisdiction.

Notwithstanding the foregoing, Buyer may elect, in its sole discretion, to commence or continue court proceedings instead of arbitration in respect of any dispute or claim relating to: (a) injunctive, interlocutory or other equitable relief; (b) payment, set-off, recovery of overpayments or other amounts owing; (c) liens or other construction-related claims; (d) indemnification; (e) confidentiality, privacy, cybersecurity or intellectual property; (f) any actual or threatened safety, system-reliability, service-continuity or urgent operational risk; or (g) any other matter that Buyer reasonably determines requires immediate relief. If Buyer makes that election, the applicable dispute and all related claims, defences, set-offs and counterclaims shall be determined by the courts of Ontario sitting in Windsor, and Seller irrevocably attorns to their exclusive jurisdiction. Buyer may seek interim or protective relief from a court without waiving its right to arbitrate any remaining issues.

Nothing in this Section limits or delays any right or obligation under the prompt-payment, lien or adjudication provisions of the *Construction Act* (Ontario). Discussions, mediation and arbitration do not extend any deadline imposed by that Act. The courts of Ontario also retain jurisdiction to appoint an arbitrator, enforce or review an arbitral award, or exercise any other authority conferred upon them by the *Arbitration Act, 1991* (Ontario).

23. Severability, Waiver and Survival

If any provision is held invalid or unenforceable, the remainder remains effective and the provision will be enforced to the greatest extent permitted by law. No waiver is effective unless in writing and signed by Buyer. Failure to enforce any right is not a waiver. Provisions that by their nature should survive will survive completion, cancellation, termination, delivery, acceptance and payment.

24. Entire Agreement and Electronic Delivery

The Purchase Order and documents expressly incorporated by Buyer constitute the entire agreement for the Products and supersede prior discussions or understandings relating to the Purchase Order. Any modification must be made by a written change order issued in accordance with Section 19 or by a written amendment signed by authorized representatives of Buyer and



Seller. The Purchase Order, acknowledgements, notices and signed documents may be delivered electronically and are enforceable in the same manner as originals.

Part B – Goods / Supplies-Specific Terms

The clauses in this Part B apply only to Purchase Orders involving Goods or Supplies. They do not apply to a services-only Purchase Order unless the Purchase Order includes a goods, materials, equipment, technology, software, parts, chemical or other supply component.

25. Goods Applicability

This Part B applies only to the supply, furnishing, delivery, installation, warranty, support, replacement, repair, recall, inspection, testing, documentation and performance of Goods or Supplies. Where a Purchase Order involves Services only, this Part B does not apply except to the extent the Services include the supply of Goods or Supplies.

26. Packing, Marking, Documentation and Delivery

Seller shall properly pack, protect, mark, label, document and ship Goods or Supplies in accordance with applicable laws, carrier requirements, manufacturer requirements, industry standards, the Purchase Order and Buyer's reasonable instructions.

Each shipment shall include complete and accurate packing slips, Purchase Order references, part numbers, descriptions, quantities, serial numbers, lot numbers, certificates of compliance, test reports, inspection records, warranties, manuals, installation instructions, operating instructions, maintenance instructions and safety data sheets, where applicable.

27. Title, Risk of Loss and Acceptance

Unless otherwise stated in the Purchase Order, Seller shall deliver the Goods or Supplies to Buyer's Location with all freight, packaging, loading, unloading, handling, customs, brokerage, duties, tariffs, insurance, storage, demurrage and related delivery costs included in the price.

Title to the Goods or Supplies passes to Buyer, free and clear of all liens, claims and encumbrances, on the earlier of payment and delivery, without prejudice to Buyer's inspection, rejection or warranty rights. If title passes before delivery, Seller shall identify and segregate the Goods or Supplies as Buyer's property, hold them as bailee for Buyer, not use or encumber them, and remain responsible for their safekeeping and delivery.

Risk of loss, theft, damage or delay remains with Seller until the Goods or Supplies have been delivered and unloaded and, where applicable, installed and commissioned, and accepted by Buyer. Acceptance occurs only when the applicable acceptance criteria and testing have been completed and Buyer provides written confirmation of acceptance. Payment, inspection, installation or use does not constitute acceptance or waive rights concerning latent defects, non-conformity, warranty, fraud or Seller's continuing obligations.

28. Delivery, Time of Essence and Delay

Time is of the essence. Seller shall deliver Goods or Supplies in the quantities, within the timeframes, and in accordance with the delivery schedules, service levels, fill rates, lead times, response times and other performance requirements set out in the Purchase Order or otherwise established by Buyer.



If Seller anticipates any delay, backorder, shortage, allocation, transportation delay, manufacturing delay or supply chain disruption, Seller shall immediately notify Buyer in writing, provide the cause, anticipated impact and corrective actions, and continue to mitigate the delay at Seller's cost. Buyer may require expedited shipment at Seller's expense, approve a revised schedule, or cancel all or part of the Purchase Order without liability.

29. Failure to Supply and Alternate Sourcing

If Seller fails, refuses or is unable to supply all or any portion of the Goods or Supplies in the required quantities or timelines, Buyer may procure substitute or replacement goods, materials, products or related services from alternate sources without Seller's consent where Buyer determines, acting reasonably, that doing so is necessary to avoid operational disruption, maintain continuity of supply, meet customer or regulatory obligations, address safety or reliability concerns, or otherwise protect Buyer's interests.

Seller shall reimburse Buyer for all incremental costs, expenses, losses and damages arising from Seller's failure to supply, including price differences, expedited delivery, freight, handling, administrative costs, testing, inspection, transition costs and other reasonable mitigation costs. Buyer may invoice Seller, deduct or set off such amounts, or pursue any other available remedy.

30. Inspection, Testing, Rejection and Correction

Buyer may inspect, test, reject or accept Goods or Supplies at any time before or after delivery, installation, payment or use. If Goods or Supplies are defective, damaged, unsafe, non-conforming, incomplete, improperly documented, improperly labelled, unsuitable for their intended purpose or otherwise fail to comply with the Purchase Order, Buyer may reject them.

At Buyer's option and Seller's sole cost, Seller shall promptly repair, replace, remove, refund, re-test, re-deliver or otherwise correct non-conforming Goods or Supplies to Buyer's satisfaction. Seller is responsible for all reasonable costs arising from defective, rejected or non-conforming Goods or Supplies, including freight, expedited delivery, removal, disposal, storage, handling, inspection, testing, re-testing, installation, de-installation, replacement, repair and administration.

31. Product Changes, Substitutions and Discontinuation

Seller shall not substitute, replace, modify, redesign, reconfigure, rebrand or materially change Goods or Supplies in a manner that affects form, fit, function, performance, safety, regulatory compliance, compatibility, warranty, supportability, availability or total cost of ownership without Buyer's prior written approval.

Seller shall provide prompt written notice of any proposed or actual change to Goods or Supplies, manufacturer, source facility, specifications, manufacturing process, country of origin, packaging, labelling, production location, support status or delivery method that may affect Buyer. Seller shall provide not less than one hundred and eighty (180) days' prior written notice where reasonably practicable of any product discontinuation, end-of-life designation, support limitation or material change affecting Goods or Supplies.

32. Goods Warranties

In addition to all warranties provided by law, Seller warrants that all Goods or Supplies will: (a) unless the Purchase Order expressly permits otherwise, be new and unused and free from defects in design, materials and workmanship; (b) conform to the Purchase Order, specifications,



drawings, samples and descriptions; (c) be merchantable and fit for the intended purpose; (d) comply with all applicable laws, standards, codes and regulatory requirements; (e) be free and clear of liens, claims and encumbrances; and (f) not infringe any patent, copyright, trademark, trade secret or other proprietary right.

All warranties and Buyer's remedies survive delivery, inspection, testing, acceptance, payment, completion and termination.

Seller acknowledges that it is aware of the intended purposes identified in the Purchase Order, specifications or other written information provided by Buyer and that Buyer is relying on Seller's skill and judgment in selecting and supplying suitable Goods or Supplies.

Unless a longer period is stated in the Purchase Order or provided by the manufacturer, the warranties in this Section remain in effect until the later of: (a) eighteen (18) months after delivery; and (b) twelve (12) months after acceptance or commissioning, as applicable. Expiry of that period does not limit claims relating to title, intellectual property infringement, fraud, recalls or latent defects that could not reasonably have been discovered during the warranty period.

33. Warranty Pass-Through and Support

Seller shall pass through to Buyer the full benefit of all manufacturer, distributor, subcontractor and third-party warranties applicable to Goods or Supplies, without limiting Seller's own warranty obligations. Seller shall assist Buyer with warranty claims, replacement requests, return authorizations, technical support, troubleshooting and manufacturer communications. Any repaired or replacement Goods or Supplies shall be warranted for the longer of the remaining original warranty period or one (1) year from Buyer's acceptance of the repaired or replacement Goods or Supplies.

34. Recall, Safety Notices and Defects

Seller shall immediately notify Buyer in writing of any product recall, safety notice, defect bulletin, manufacturer advisory, regulatory notice, product warning, field correction, service campaign, quality issue, compliance concern or other matter that may affect the safety, reliability, performance, legality, use, availability or suitability of Goods or Supplies.

Seller shall, at its sole cost, promptly implement all corrective actions required by Buyer, the manufacturer or any governmental or regulatory authority, including repair, replacement, removal, disposal, re-testing, re-certification, customer notification support and related logistical and administrative activities. Seller shall reimburse Buyer for all reasonable costs arising from any recall, safety notice, field correction, defect or non-conforming Goods or Supplies.

35. Traceability and Goods Records

Seller shall maintain traceability records for Goods or Supplies, including manufacturer, country of origin, lot number, serial number, production date, shipment date, Purchase Order number and applicable certification or testing information. Records shall be retained for the longer of the period required by applicable law or seven (7) years following delivery, completion or final payment, and shall be made available to Buyer upon request.

36. Technology-Enabled Goods

If Goods or Supplies include software, firmware, digital components, embedded systems, network connectivity, remote access capability, data collection functionality, communications



functionality or other technology-enabled features, Seller shall ensure such Goods or Supplies are secure, supported, free from malicious code, capable of being updated or patched, and configured in accordance with applicable cybersecurity standards and Buyer's reasonable cybersecurity requirements.

Seller shall disclose all third-party licence terms applicable to embedded software or firmware before acceptance. No such terms shall restrict the rights granted under the Purchase Order unless expressly accepted by Buyer in writing. Seller shall not include any undisclosed disabling device, time-based restriction or remote-access functionality that permits Seller or a third party to impair or discontinue operation of the Goods or Supplies.

37. Environmental and Hazardous Materials

Seller shall ensure Goods or Supplies comply with applicable environmental, hazardous materials, waste, packaging, transportation, storage, recycling, take-back, spill reporting, WHMIS and safety requirements. Seller shall provide Buyer with safety data sheets, environmental documentation, handling instructions, disposal instructions, recycling information and regulatory certifications applicable to Goods or Supplies.

38. Business Continuity and Supply Chain Resiliency

Seller shall maintain commercially reasonable business continuity, disaster recovery and supply chain resiliency plans to support uninterrupted supply. Such plans shall address, as applicable, alternate sourcing, inventory management, production continuity, labour availability, transportation contingencies, escalation contacts, cybersecurity resilience, emergency communications and recovery procedures. Seller shall review and update such plans periodically and provide a summary upon request.

Part C – Services-Specific Terms

The clauses in this Part C apply only to Purchase Orders involving Services. They do not apply to a goods-only Purchase Order unless the Purchase Order includes service-based work, labour, installation, maintenance, implementation, consulting, training, support or other Services.

39. Services Applicability

This Part C applies only to the provision of Services. Where a Purchase Order involves Goods or Supplies only, this Part C does not apply except to the extent the Seller performs Services in connection with those Goods or Supplies, including installation, commissioning, configuration, maintenance, repair, training, consulting, implementation, support or related work.

40. Performance of Services

Seller shall perform the Services in an orderly, efficient, skillful, timely and professional manner, using personnel possessing the qualifications, expertise, training, certifications, licences and experience reasonably necessary to perform the Services. Seller shall provide all supervision, labour, tools, equipment, materials and resources necessary to perform the Services unless the Purchase Order states otherwise.



41. Professional Standard of Care

Where Services involve professional, technical, engineering, consulting, cybersecurity, environmental, project management, construction, design, inspection, advisory or other specialized work, Seller shall perform the Services in accordance with the degree of care, skill, diligence, competence and judgment ordinarily exercised by qualified professionals performing similar services under similar circumstances.

42. Personnel, Qualifications and Replacement

Seller shall ensure that all personnel assigned to perform the Services are properly trained, qualified, licensed where required, legally authorized to perform the Services, and acceptable for the nature of the Services. Buyer may request reasonable evidence of training, qualifications, licences, certifications, security clearances or professional designations applicable to the Services. Where Buyer awards a Purchase Order based on the qualifications or experience of specific personnel, Seller shall provide prompt notice before replacing such personnel, and replacement personnel must possess qualifications and experience substantially equivalent to or greater than those of the individual being replaced.

43. Direction, Site Access and Conduct

Seller's personnel shall coordinate with Buyer representatives designated from time to time and shall comply with Buyer's reasonable directions relating to the Services. Seller and its personnel shall comply with all site access, safety, security, privacy, cybersecurity, operational, vehicle, facility, customer interaction and code of conduct requirements communicated by Buyer while performing the Services. Seller shall not interfere with Buyer operations and shall immediately report safety incidents, property damage, security incidents, privacy incidents, service disruptions or other issues affecting performance. No direction, instruction, review or approval by Buyer personnel changes the scope, price or schedule unless documented in a written change order issued by Buyer's authorized representative under Section 19. Seller remains responsible for its means, methods, supervision and legal duties in performing the Services.

44. Service Levels, Milestones and Reporting

Time is of the essence with respect to each schedule, milestone, response time, service level and completion date applicable to the Services.

Seller shall perform the Services in accordance with the scope, milestones, deliverables, response times, service levels, key performance indicators, reporting requirements, schedules and other performance requirements set out in the Purchase Order or otherwise agreed in writing. Seller shall promptly notify Buyer of any actual or anticipated delay, resource constraint, performance issue, safety concern, customer impact or other matter that may affect the Services, and shall provide corrective actions and mitigation plans upon request.

45. Review, Acceptance, Warranty and Correction of Deficient Services

Buyer shall have a reasonable period following completion of the applicable Services, achievement of a milestone or delivery of a deliverable to review and test the Services or deliverable against the requirements of the Purchase Order and any applicable acceptance criteria. Receipt, review, testing, use or payment does not constitute acceptance. Acceptance occurs only in accordance with the acceptance process expressly stated in the Purchase Order



or, if no process is stated, upon Buyer's written confirmation. Acceptance does not waive any latent deficiency, warranty right or continuing obligation of Seller.

Seller warrants that the Services and Deliverables will: (a) conform to the Purchase Order and applicable specifications and acceptance criteria; (b) be complete and accurate in all material respects; (c) be free from material defects; (d) comply with applicable laws; and (e) be performed in accordance with Sections 40 and 41. In the case of professional Services, compliance with this warranty shall be determined by reference to the standard of care set out in Section 41 and does not constitute a guarantee of a particular professional outcome.

Unless a longer period is stated in the Purchase Order, the warranties in this Section continue for twelve (12) months following acceptance of the applicable Services or deliverable. Any corrected or re-performed Services and any corrected deliverable shall be warranted for twelve (12) months following acceptance of the correction or re-performance. Expiry of the applicable warranty period does not limit any claim relating to fraud, wilful misconduct, infringement of intellectual property rights, or a latent deficiency that could not reasonably have been discovered during that period.

Without limiting Seller's indemnification obligations under Section 9 or any other right or remedy available to Buyer under the Purchase Order, at law or in equity, if any Services or deliverables are incomplete, defective, deficient, delayed, non-conforming, improperly documented, not performed in accordance with the Purchase Order, in breach of a warranty or otherwise not reasonably satisfactory to Buyer, Seller shall, at Buyer's option, promptly re-perform, correct or complete the Services or Deliverables at Seller's sole cost and expense, or refund the corresponding amounts paid by Buyer. Buyer may also withhold payment for deficient Services, require a corrective action plan, obtain replacement services from another source, and recover its reasonable incremental costs, expenses, losses and damages arising from Seller's failure to perform. The remedies under this Section are cumulative and may be exercised separately or concurrently. Buyer's exercise of any remedy does not limit Seller's continuing obligations, warranties, indemnities or liability under the Purchase Order.

46. Service Deliverables and Work Product

Section 14 governs ownership of all deliverables and work product created specifically for Buyer in connection with the Services. Ownership vests in Buyer upon creation. Seller shall deliver the deliverables in the format reasonably requested by Buyer and shall not reuse, publish or disclose Buyer-specific work product except as authorized by Buyer.

47. Service Records and Audit Support

Seller shall maintain accurate records relating to the Services, including time records, service reports, inspection reports, certifications, permits, training records, safety records, deliverable logs, issue logs, change records, expenses and supporting documentation. Such records shall be retained for the longer of the period required by law or seven (7) years after completion of the Services and shall be made available to Buyer upon request for audit, regulatory, operational, warranty, dispute, payment or compliance purposes.

48. Independent Contractor and Employment Matters

Seller is an independent contractor and is not an employee, agent, partner or joint venturer of Buyer. Seller is solely responsible for the supervision, direction, compensation, benefits, taxes,



statutory remittances, workers' compensation coverage, employment standards compliance, labour relations compliance, health and safety obligations and all other employer obligations relating to Seller personnel. No Seller personnel shall be deemed to be an employee of Buyer.

49. Performance on Buyer or Customer Premises

Where Services are performed on Buyer premises, customer premises, public rights-of-way, construction sites, operational sites or other locations designated by Buyer, Seller shall maintain safe work practices, protect people and property, maintain appropriate housekeeping, secure tools and materials, minimize disruption, comply with applicable permits and site requirements, and restore affected areas to a clean and safe condition upon completion of the Services. Buyer's inspections, quality control, operational coordination, scheduling interfaces or directions as to desired results do not relieve Seller of its duties or transfer to Buyer control over Seller's means, methods, sequencing or safety precautions.

50. Service-Specific Insurance and Risk Requirements

Without limiting Section 8, Buyer may require service-specific insurance, permits, licences, police or background checks, security clearances, safety prequalification, COR or equivalent safety certification, professional designations, bonding, WSIB clearance certificates, statutory declarations or other evidence of Seller's ability to safely and properly perform the Services. Seller shall provide such evidence upon request and before commencing Services where required by Buyer.

Part D – Specialized Schedules

The clauses in this Part D apply only where expressly incorporated into the Purchase Order or where the applicable subject matter is included in the Purchase Order.

51. Specialized Schedule Applicability

Buyer may incorporate specialized schedules or category-specific requirements into a Purchase Order, including schedules for water treatment chemicals, information technology and cybersecurity, construction, engineering, temporary staffing, professional services, environmental services, hazardous materials, field services or other specialized categories. Section 52 applies automatically to any Purchase Order within its scope. Any other specialized schedule applies only if expressly incorporated into the Purchase Order.

Any specialized schedule applies only to the subject matter described in that schedule and supplements, rather than limits, the General Terms and any applicable Goods/Supplies-Specific or Services-Specific Terms. Any conflict shall be resolved in accordance with Section 4 solely in respect of the specialized subject matter expressly addressed by the specialized schedule.

52. Water Treatment Chemical Supply Requirements

Where Goods or Supplies include chemicals, chemical products, additives, reagents, treatment products or related materials used or intended for water treatment, drinking water treatment, process treatment, disinfection, pH adjustment, coagulation, flocculation, corrosion control, odour control, residual management, laboratory testing or other water or wastewater operational purposes, Seller shall comply with all applicable laws, permits, approvals, standards,



specifications, certificates of analysis, labelling, storage, transportation, handling, safety and documentation requirements identified in the Purchase Order or otherwise required by Buyer.

For each chemical used in or in contact with drinking water, Seller warrants that each lot complies with the *Safe Drinking Water Act, 2002* (Ontario), the applicable requirements of Buyer's municipal drinking water licence and drinking water works permit, the applicable AWWA product standard, and NSF/ANSI/CAN 60 or any successor or replacement standard required by applicable law or the Purchase Order. Each shipment shall be accompanied by a lot-specific certificate of analysis, current safety data sheet, identification of the manufacturer and source, lot or batch number, manufacture and expiry dates where applicable, concentration or purity results, and any other traceability information reasonably required by Buyer.

Seller shall not change or substitute the manufacturer, source, formulation, concentration, manufacturing process, specification or certification status of any chemical without Buyer's prior written approval. Seller shall immediately notify Buyer of any actual or suspected contamination, adulteration, misdelivery, deviation, out-of-specification result, recall, safety or regulatory concern, or loss or suspension of certification; maintain complete lot and shipment traceability; and cooperate fully with any quarantine, testing, investigation, corrective action or recall. At Buyer's option, Seller shall promptly remove and replace any affected chemical at Seller's cost.