

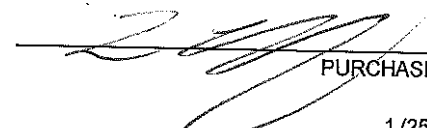


Purchasing  
Services  
Branch

# STANDING OFFER

YOUR INVOICE, PACKAGES AND ALL  
CORRESPONDENCE MUST BEAR THE  
FOLLOWING STANDING OFFER NUMBER

ISSUED 2014/10/20		REQUISITION No. R021671			DOCUMENT No. SO-000967	
TO Signaux Evan Signals Inc. 533 Argenteuil Avenue Lachute, QC J8H 3Y2				DELIVER TO Ministry of Transportation and Location to be specified at time of order		
FOR MINISTRY OF Ministry of Transportation and Infrastructure					SUPPLIER No. 2039501001	
MINISTRY 034	RESPONSIBILITY 55712	ACCOUNT 61640	STOB 6001	PROJECT 5500055	LOCATION	FUTURE
INVOICE TO Ministry of Transportation and Infrastructure PO Box 9850 Stn Prov Govt Victoria, BC V8W 9T5						
QUANTITY	DESCRIPTION			PRICE	AMOUNT	
	More or less, as, if and when requested for the period 2014/10/01 to 2017/09/30 Itq:ITQ-004303 Commodity:1320 Standing Offer - Avalanche Control Products  as per the attached "Description of Goods & Pricing" which forms part of this Standing Offer					
				Gross Total:	\$0.00	
				Subtotal:	\$0.00	
				Total:	\$0.00	
(Canadian Dollars) Not to exceed \$225,000.00						

  
PURCHASING AGENT  
Trapler, Len  
1 (250) 387-7300



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Page 2 of 3

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Items listed are to be supplied on a more or less, as, if and when requested basis for the period of October 1, 2014 to September 30, 2017 with an option to renew for an additional two-year term, at the discretion of the Province.

Definition of a Standing Offer: A Standing Offer is not a contract. It is an offer by a supplier to sell specified goods or services to government at agreed prices "as, if and when requested". There is no commitment on government's part to purchase all or any of the estimated quantity. A contract is formed when the ministry makes a Draw Down against the offer. The Goods may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Draw Down is presented that includes at a minimum:

- (a) the reference number for this SO;
- (b) the name of the Purchaser;
- (c) the description and specified quantity of the Goods that are being ordered; and
- d) the maximum amount payable for the Draw Down.

It is the Ministry's responsibility to control the purchases from the SOA. The management and administration of the SOA lies with the Ministry.

Purchasing Services Branch reserves the right to negotiate additions and/or deletions during the term of any Standing Offer(s).

## Standing Offer Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect and save harmless the Province, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors, in connection with providing the goods or the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to: a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British

Columbia's interest on overdue accounts payable regulations.

14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:

All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.

The place of arbitration will be Vancouver, British Columbia, Canada.

## DESCRIPTION OF GOODS & PRICING

The Prices will be firm for the first 6 month term of the SO. If initiated by the Offeror, prices may be re-negotiated for the subsequent 6 month term(s) of the SO. (Negotiated prices will remain firm for the second 6 months of the SO, etc).

Item Description	Cost (each)
ANFO 12.5kg Bags	34.05
ANFO 25.0kg Bags	43.80
Emulsion ANFO Cartridge in Woven Polypropylene 14kg (or nearest equivalent imperial weight)	45.90
Cast Booster 250g or nearest equivalent imperial weight	10.70
Cast Booster 500g or nearest equivalent imperial weight	13.35
Cast Booster 1 kg or nearest equivalent imperial weight	18.90
Cast Booster 2kg or nearest equivalent imperial weight	46.60
Cast Booster 4kg for Avalanche Guard System	199.95
Safety fuse detonator assembly 1 meter Mildet	15.20
Safety fuse detonator assembly 3 meter Mildet	19.75
Pull wire fuse igniters	4.30
Comet fuse igniters for Avalanche Guard Systems	8.55

Purchasing Services Branch reserves the right to negotiate additions and/or deletions during the term of the SO.

**NOTE:**

- 4.5% Regulatory Compliance Charge Extra (on Product)
- 3% of sales are donated to the Canadian Avalanche Training Program
- C-I-L Explosives assumes no product liability whatsoever if specialty MILDET's are used with any high explosives other than C-I-L Explosives – Austin products.

**Shipping:**

Ship To: Various locations (below) as requested throughout the Province of BC.

- Pemberton
- Terrace
- Stewart
- Revelstoke
- Hope
- Nelson
- Penticton

FOB Destination, all delivery charges to be prepaid & charged on invoices: copy of waybill(s) must be included with invoice(s);

Delivery charge: \$178/hour

Pick-up charge \$108

LEAD TIME: 2 weeks ARO

Subject to inspection by Consignee on receipt of goods

Consignee to coordinate delivery and/or removal directly with Contractor(s)