

**CORPORATE SUPPLY ARRANGEMENT -
CLOSED FRAMEWORK
For
*Garbage Receptacles***

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
as represented by the
Minister of Citizens' Services**

AND

**CORPORATE SUPPLY ARRANGEMENT –
CLOSED FRAMEWORK
For
*Garbage Receptacles***

CONTENTS

| | |
|--|---|
| ARTICLE 1-INTERPRETATION..... | 1 |
| 1.1 Definitions..... | 1 |
| 1.2 Calculation of Time | 2 |
| 1.3 Interpretation | 3 |
| 1.4 No Fetter | 3 |
| 1.5 Conflicts between Parts of CSA..... | 3 |
| ARTICLE 2- APPOINTMENT AND TERM..... | 3 |
| 2.1 Appointment..... | 3 |
| 2.2 Term..... | 3 |
| 2.3 Extensions | 4 |
| 2.4 Effect of Extension of CSA Term on Orders..... | 4 |
| ARTICLE 3 – CORPORATE SUPPLY ARRANGEMENT – CLOSED FRAMEWORK | 4 |
| 3.1 Corporate Supply Arrangement – Closed Framework - General | 4 |
| 3.2 Purchasers..... | 4 |
| 3.3 Verification of Purchasers | 4 |
| 3.4 Orders | 4 |
| 3.5 Purchaser - Public Sector Entity | 4 |
| 3.6 Ordering Process..... | 5 |
| 3.7 Maximum Order Term within Scope..... | 5 |
| 3.8 Scope of Order not to Exceed this CSA | 5 |
| 3.9 No Guarantee..... | 6 |
| ARTICLE 4 – ADMINISTRATION FEES AND PROCEDURES..... | 6 |
| 4.1 Administration Fees | 6 |
| 4.2 Procedure for Remission of Administrative Fee | 6 |
| 4.3 Administrative Reporting Requirements and Procedures | 6 |
| ARTICLE 5– SUBCONTRACTORS | 7 |
| 5.1 Subcontractors..... | 7 |
| 5.2 Responsibility for Subcontractors | 7 |
| ARTICLE 6 – CONFIDENTIALITY | 7 |
| 6.1 Records subject to legislation | 7 |
| 6.2 Confidentiality..... | 7 |
| ARTICLE 7 –REPRESENTATIONS AND WARRANTIES | 8 |
| 7.1 General Representations | 8 |

| | |
|--|----|
| ARTICLE 8– INDEMNIFICATION..... | 9 |
| 8.1 Indemnity..... | 9 |
| ARTICLE 9– DISPUTE RESOLUTION..... | 9 |
| 9.1 Dispute Resolution Process..... | 9 |
| 9.2 Location of Arbitration..... | 9 |
| 9.3 Costs of Arbitration..... | 9 |
| ARTICLE 10 – SUSPENSION AND EFFECT..... | 9 |
| 10.1 Suspension..... | 9 |
| 10.2 Suspension period..... | 9 |
| 10.3 Effect of suspension..... | 9 |
| ARTICLE 11 – TERMINATION AND EFFECT..... | 10 |
| 11.3 Effect on Expiration or Termination..... | 10 |
| 11.4 Accrued Rights and Obligations..... | 10 |
| 11.5 Survival..... | 10 |
| ARTICLE 12– MISCELLANEOUS..... | 10 |
| 12.1 Electronic Signature..... | 10 |
| 12.2 Notices..... | 11 |
| 12.3 No Partnership or Agency..... | 11 |
| 12.4 Prohibition Against Committing Money..... | 11 |
| 12.5 Assignment by the CSA Holder..... | 11 |
| 12.6 Further Assurances..... | 11 |
| 12.7 Transaction Costs..... | 12 |
| 12.8 Severability..... | 12 |
| 12.9 Amendments..... | 12 |
| 12.10 Waiver..... | 12 |
| 12.11 Remedies..... | 12 |
| 12.12 Tax Verification..... | 12 |
| 12.13 Entire Agreement..... | 12 |
| 12.14 English Language..... | 12 |
| 12.15 Governing Law and Jurisdiction..... | 12 |
| 12.16 Counterparts..... | 13 |
| APPENDIX A – GOODS AND ASSOCIATED SERVICES..... | 1 |
| APPENDIX B: PURCHASE REQUEST..... | 3 |
| 1. GOODS:..... | 3 |
| 2. ASSOCIATED SERVICES..... | 3 |
| 3. MAXIMUM AMOUNT PAYABLE:..... | 4 |
| 4. ADDITIONAL INFORMATION:..... | 4 |
| 5. SUBCONTRACTORS..... | 4 |
| 6. PUBLIC SECTOR ENTITY REVISIONS TO ORDER TERMS AND CONDITIONS:..... | 4 |
| 7. ACCEPTANCE INSTRUCTIONS:..... | 4 |

APPENDIX C – ORDER TERMS AND CONDITIONS 1

APPENDIX D – SUBCONTRACTORS..... 9

NOT APPLICABLE..... 9

APPENDIX E –TAX VERIFICATION 10

CORPORATE SUPPLY ARRANGEMENT - CLOSED FRAMEWORK for: Garbage Receptacles

This CSA is made to be effective as of the 1st day of April 2023, (the “**Effective Date**”):

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the
Minister of Citizens’ Services
(the “**Province**”)

AND:

CSA Supplier Name
(the “**CSA Holder**”)

RECITALS:

- A. Acting under the *Procurement Services Act* (British Columbia), the Province, through Procurement Services Branch of the Ministry of Citizens’ Services, issued a Notice of Intent, for Garbage Receptacles, under Opportunity ID 5572 (the “Notice of Intent” or “NOI”);
- B. The Province and the CSA Holder now wish to enter into this CSA to set forth the terms and conditions governing the Ordering Process and upon which a Contractor will be engaged through an Order to provide the Goods and any Associated Services, as described in this CSA.

IN CONSIDERATION of the mutual premises set out in this CSA and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1-INTERPRETATION

1.1 Definitions

In this CSA, including the Recitals, unless the context otherwise requires:

“**Access Agreement**” means the agreement between a Public Sector Entity and the Province, which enables the Public Sector Entity to engage in an Ordering Process under this CSA;

“**Associated Services**” means the services ancillary to the supply of the Goods, such as delivery, as further described in Part 1 of Appendix A;

“**Business Day**” means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;

“**Contractor**” means a CSA Holder that has entered into an Order with a Purchaser;

“Executed Purchase Request” means a Purchase Request that is executed by or on behalf of the Contractor and Purchaser;

“Fees” means the fees and charges set out in Part 2 of Appendix A to the CSA;

“Goods” means the goods as described in Part 1 of Appendix A of this CSA;

“Insolvency Event” means any of the following:

- a. an order is made, a resolution is passed or a petition is filed, for the CSA Holder's liquidation or winding up,
- b. the CSA Holder commits an act of bankruptcy, makes an assignment for the benefit of the CSA Holder's creditors or otherwise acknowledges the CSA Holder's insolvency,
- c. a bankruptcy petition is filed or presented against the CSA Holder or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the CSA Holder,
- d. a compromise or arrangement is proposed in respect of the CSA Holder under the *Companies' Creditors Arrangement Act* (Canada),
- e. a receiver or receiver-manager is appointed for any of the CSA Holder's property, or
- f. the CSA Holder ceases, in the Province's reasonable opinion, to carry on business as a going concern;

“Ministry” means any ministry or agency of the Province;

“Order” means a contract resulting from an Ordering Process between a Purchaser and Contractor, which includes an Executed Purchase Request, the terms and conditions set out in Appendix C to this CSA, and any other documents or Appendices to the CSA as may be incorporated by reference within the Order and the Purchase Request;

“Order Term” means the period set out in an Order during which Goods and Associated Services are to be provided by the Contractor to the Purchaser;

“Ordering Process” means the process by which a Purchaser issues a Purchase Request to invite the CSA Holder to enter into an Order further to section 3.6 CSA;

“Pacific Time” means the time in effect at the applicable time in Victoria, BC, pursuant to section 26 of the *Interpretation Act* (British Columbia), as may be amended;

“Public Sector Entity” means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an access agreement with the Province and appears on the Province's list of eligible Purchasers;

“Purchaser” means a Ministry or Public Sector Entity;

“Purchase Request” means a written request on the form set out in Appendix B that is issued by a Purchaser to the CSA Holder pursuant to the Ordering Process as set out in section 3.6 for the provision of Goods and any Associated Services, if applicable, as identified in the Purchase Request; and

“Term” has the meaning given in section 2.2.

1.2 Calculation of Time

In this CSA, unless specified otherwise:

- a. a reference to time is to Pacific Time;

- b. time is of the essence with regard to times, dates and periods specified in this CSA and any later times, dates and periods substituted by agreement in writing; and
- c. in calculating a period of time expressed as days, weeks, months or years, the first day must be excluded and the final day included.

1.3 Interpretation

In this CSA, unless specified otherwise:

- a. attached Appendices (including their Schedules, if any), are made part of this CSA;
- b. headings do not form part of this CSA;
- c. use of the singular includes the plural and vice versa;
- d. “includes” and “including” are not intended to be limiting;
- e. unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- f. nothing operates as a permit, license, approval or other statutory authority the CSA Holder may be required to obtain from the Province or any of its agencies or any Purchasers to provide the Goods and Associated Services;
- g. a reference to this CSA or an Order refers to it as duly amended, assigned and novated by the parties at the applicable time and a reference to any other document or to a URL refers to it as novated, altered or replaced at the applicable time; and
- h. all references to money are to Canadian dollars.

1.4 No Fetter

Nothing in or under this CSA, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, will require the Province to act contrary to or interfere with or otherwise fetter the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

1.5 Conflicts between Parts of CSA

No Order made pursuant to this CSA forms part of this CSA. Subject to the foregoing, this CSA consists of the following parts, which prevail in the following order to the extent of any conflict:

- a. the body of this CSA;
- b. the Appendices attached to this CSA, with the body of an Appendix prevailing over any Schedules to the Appendix, except as specified otherwise in the Appendix or Schedule; and then
- c. any documents incorporated by reference into this CSA.

ARTICLE 2- APPOINTMENT AND TERM

2.1 Appointment

Subject to the terms and conditions in this CSA, the Province appoints, and the CSA Holder accepts the appointment of, the CSA Holder as being eligible during the Term to engage in the Ordering Process, and be considered for awards of Orders pursuant to the Ordering Process as set out in section 3.6.

2.2 Term

Unless terminated earlier in accordance with this CSA or by operation of law or extended pursuant to subsection 2.3 of this section 2, the term of this CSA begins as of the Effective Date and continues in effect until it expires on March 31, 2025 (the “Term”).

2.3 Extensions

The Province may, at its sole discretion, offer to extend this CSA on the same terms and conditions for 2 additional 6 month periods by providing the CSA Holder with written notice 30 days prior to the end of the Term. The CSA Holder acknowledges that the Province gives no assurance, express or implied, that the Province will exercise its extension rights.

2.4 Effect of Extension of CSA Term on Orders

Any extension of the Term of the CSA will not affect the terms and conditions of any Order, nor have the effect of automatically extending the term of any Order.

ARTICLE 3 – CORPORATE SUPPLY ARRANGEMENT – CLOSED FRAMEWORK

3.1 Corporate Supply Arrangement – Closed Framework - General

This CSA is an agreement between the Province and the CSA Holder governing the process and the terms and conditions upon which a Contractor will be engaged by a Purchaser through an Ordering Process, and, if successful, an Order, to provide the Goods and any Associated Services, if applicable.

3.2 Purchasers

Any Purchase Request issued under this CSA will indicate the potential Purchaser. Purchasers may include any Ministry of the Province and any Public Sector Entity.

3.3 Verification of Purchasers

If the Purchaser is not a Ministry, the CSA Holder is responsible for checking the list of eligible Public Sector Entities or otherwise verifying that the entity issuing an Ordering Process is on the list of eligible Public Sector Entities before entering into an Order. If the CSA Holder is contacted pursuant to an Ordering Process by an entity other than an eligible Public Sector Entity, the CSA Holder will promptly notify the Province.

3.4 Orders

The CSA Holder agrees that:

- a. Orders may be formed only with Purchasers and only in accordance with the Ordering Process set out in section 3.6 below;
- b. despite section 12.19, the Province may modify any provisions in Appendix B at any time during the Term, by giving notice to the CSA Holder, whether or not verified received in the case of notice given by email, and the modified Appendix B will be effective the date indicated in the notice;
- c. the Purchaser will issue a Purchase Request by email in the form set out in Appendix B, as may be revised by a Public Sector Entity further to section 3.5 below, to the email address set out for each CSA Holder in section 12.2 of this CSA OF;
- d. Orders will be on the terms and conditions set out in Appendix C –Order Terms and Conditions; and
- e. any Order will be between the CSA Holder and the Purchaser named in the Order only and not with the Province as a party or guarantor by reason of the Province being a party to this CSA.

3.5 Purchaser - Public Sector Entity

The CSA Holder acknowledges and agrees that:

- a. where a Purchase Request is issued by a Public Sector Entity, the Public Sector Entity will have the option of modifying the terms and conditions set out in Appendix C to the extent necessary to address the Public Sector Entity's specific travel reimbursement and payment of account policies, insurance, indemnification, limitation of

liability, privacy, confidentiality and security requirements, and any governmental authority directives binding the Public Sector Entity;

- b. further to subsection (a) above, any revision to the terms and conditions set out in Appendix C will be requested by setting out such revisions in the applicable Purchase Request;
- c. if the CSA Holder accepts all terms and conditions as modified in the Purchase Request in accordance with subparagraph (a) and (b) above, the CSA Holder will sign and deliver the Purchase Request;
- d. if the CSA Holder does not accept all terms and conditions as modified in the Purchase Request in accordance with subparagraph (a) and (b) above, the CSA Holder will not sign and deliver the Purchase Request;
- e. each Public Sector Entity is solely responsible for complying with its obligations, including with respect to payment, in Order(s) between it and the Contractor; and
- f. nothing in this CSA or any resulting Order will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Contractor, and the Province disclaims any and all liability in respect of any Order made by a Public Sector Entity.

3.6 Ordering Process

The CSA Holder agrees to the following Ordering Process:

- a. The Purchaser will determine, in its sole discretion, the Goods and Associated Services it requires, and prepare a Purchase Request in the form set out in Appendix B.
- b. The Purchaser will send the Purchase Request to the CSA Holder.
- c. The Purchaser has no obligation to confirm the CSA Holder's receipt of a Purchase Request.
- d. If the CSA Holder wishes to provide the Good and Associated Services, if any, identified in the Purchase Request, it will enter the fees for Associated Services, if any, and execute the Purchase Request and return it to the Purchaser within the time period identified in the Purchase Request, which will not be more than 10 days from the issue date set out in the Purchase Request.
- e. If the CSA Holder does not respond to a Purchase Request in the time period identified in the Purchase Request, the Purchaser may, in its sole discretion, obtain the Goods and Associated Services, if any, by any other means, including the use of other agreements, or by other procurement or contracting methods.
- f. If the CSA Holder does return the Purchase Request (within the time set out in the Purchase Request and executed by the CSA Holder) to the Purchaser, the Purchaser will review the fees for the Associated Services, if any, and if acceptable to the Purchaser, the Purchaser will counter-execute the Purchase Request and send a copy of the Executed Purchase Request to the CSA Holder, which will initiate the Order.

3.7 Maximum Order Term within Scope

If applicable, nothing in this CSA prevents the CSA Holder from:

- a. entering into an Order having an Order Term that will expire after the CSA Term is expected to expire; or
- b. from agreeing to any Order extension after this CSA expires or terminates, if such extension was contemplated in the Purchase Request and reflected in the Order.

3.8 Scope of Order not to Exceed this CSA

Nothing in this CSA is to be construed as permitting any goods to be included in an Order with the CSA Holder that would exceed the scope of the Goods and Associated Services as described in Part 1 of Appendix A.

3.9 No Guarantee

The CSA Holder further acknowledges and agrees that:

- a. this CSA does not oblige the Province or any individual Purchaser to engage in any Ordering Process or to issue any Order;
- b. the Province makes no representation, warranty or condition as to the nature, timing, quality or volume of Orders that may result from this CSA;
- c. no obligation of exclusivity is imposed on the Province by this CSA, and the Province reserves the right to procure the Goods and Associated Services by any other means, including the use of other corporate services arrangements, or by other procurement or contracting methods;
- d. the Public Sector Entities will not be under any obligation to use this CSA, and may procure the Goods and Associated Services by any other means, including other procurement or contracting methods;
- e. the liability of a Purchaser will be limited to that which arises from an Order; and
- f. the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Ordering Process or Order.

ARTICLE 4 – ADMINISTRATION FEES AND PROCEDURES

4.1 Administration Fees

The CSA Holder acknowledges that a Contractor under any Order will be required to remit to the Province an administration fee of one percent (1%) of all fees under such Order as further described in this Article 4.

4.2 Procedure for Remission of Administrative Fee

The CSA Holder agrees to submit to the Province at the contact below a cheque for one percent of all fees under each Order (exclusive of taxes), payable to the Minister of Finance, for Orders placed during the relevant reporting period as set out in below:

*CSA Administrator
Procurement Services Branch*

The cheque must clearly identify the CSA, the Orders under the CSA and the relevant quarter and must be submitted no later than 1 month following the end of each quarter as follows:

| | |
|---|------------|
| The fee for: | Is due: |
| Quarter 1 (April, May, June) | July 31 |
| Quarter 2 (July, August, September) | October 31 |
| Quarter 3 (October, November, December) | January 31 |
| Quarter 4 (January, February, March) | April 30 |

4.3 Administrative Reporting Requirements and Procedures

The CSA Holder agrees to submit to the Province a quarterly report setting out the CSA, all Orders placed during the relevant quarter, and the administrative fees remitted. The following will apply to the quarterly reports:

- a. the quarterly reports will be submitted to the contact set out in section 4.2 by the due dates set out in section 4.2;
- b. the quarterly reports will identify each Order placed, and will identify the Purchaser, the Goods purchased, and the Fees;

- c. quarterly reports will be sent via email to csa@gov.bc.ca and include the CSA # in the subject line.
- d. the quarterly reports may be checked by the Province against provincial financial records to verify accuracy and the Province will notify the CSA Holder of any discrepancy;
- e. in the case of any discrepancy between the quarterly reports and the Province's financial records as described in subparagraph (b) of this section, the CSA Holder will have 30 calendar days to respond to or rectify the report;
- f. the quarterly reports will be in MS Excel format, or as otherwise directed in writing by the Province, and completed in the form of the CSA quarterly report template as provided and updated from time-to-time by the Province; and
- g. for greater certainty the CSA Holder will provide a quarterly report whether or not any Orders are received in that quarter.

ARTICLE 5– SUBCONTRACTORS

5.1 Subcontractors

The CSA Holder is not permitted to use any subcontractors unless: (a) the subcontractor is performing Associated Services; and (b) the CSA Holder names such subcontractor in the applicable Purchase Request prior to executing the Purchase Request and returning it to the Purchaser.

5.2 Responsibility for Subcontractors

The CSA Holder is responsible for the acts, errors and omissions of its subcontractors, whether named in –a Purchase Request or not. The CSA Holder is responsible for ensuring that it has appropriate contractual provisions in place with any subcontractors to enable the CSA Holder to fully comply with the obligations of the CSA Holder. No subcontract whether consented to or not, relieves the CSA Holder from any obligations of the CSA Holder under this CSA or any Orders that may be formed.

ARTICLE 6 – CONFIDENTIALITY

6.1 Records subject to legislation

The CSA Holder acknowledges that all records in the custody or under the control of a public body, which includes this CSA, and all records collected, posted to or otherwise generated in the operation of the CSA, are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) except as that Act may provide otherwise, and may be subject to the *Information Management Act* (British Columbia). Orders are under the control of the respective Purchaser entering them.

6.2 Confidentiality

The CSA Holder must treat as confidential all information received by the CSA Holder and all other information accessed or obtained (whether verbally, electronically or otherwise) as a result of this CSA, and not permit its disclosure or use without the Province's prior written consent except:

- a. as required to perform the obligations under this CSA or to comply with applicable laws, or
- b. if it is information that is generally known to the public other than as a result of a breach of this CSA or any similar obligation that a third party may owe to the Province.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.1 General Representations

The CSA Holder represents and warrants to the Province at the time, unless specified otherwise in this section, of its execution of this CSA and throughout the Term that:

- a. if the CSA Holder is not a natural person, the CSA Holder is duly formed as a corporation and validly existing and in good standing under the laws of its jurisdiction of formation or continuance and, if necessary to lawfully provide the Goods and Associated Services contemplated under this CSA, has the legal power and capacity to own and lease its assets and to carry on business in British Columbia;
- b. the CSA Holder has the legal power and capacity to enter into this CSA and to observe, perform and comply with the terms of this CSA and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this CSA by, or on behalf of, the CSA Holder;
- c. this CSA has been duly executed and delivered by, or on behalf of, the CSA Holder and is legally binding upon and enforceable against the CSA Holder in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally, economic sanctions or export control laws, and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- d. except to the extent the CSA Holder has previously disclosed otherwise in writing to the Province,
 - i. the CSA Holder holds all permits, licenses, approvals, registrations and statutory authorities that are specified or are otherwise necessary for the performance of the CSA Holder's obligations under this CSA and any Order; all information, statements, documents and reports, submitted by or on behalf of the CSA Holder to the Province in connection with this CSA are in all material respects, at the time submitted to the Province, true, accurate and complete;
 - ii. the CSA Holder has sufficient trained, skilled and experienced personnel and sufficient facilities, systems, equipment and material in place and available to enable the CSA Holder to fully comply with its obligations and grant any licenses under this CSA and any Order;
 - iii. the provision by or on behalf of the CSA Holder of any Goods and Associated Services does not and will not infringe or induce the infringement (including breach or misappropriation) of the intellectual property rights of any third party; and
 - iv. the CSA Holder is under no obligation or restriction when it enters this CSA, and will not knowingly assume during the Term any obligation or restriction, that interferes with or conflicts with, or could present a conflict of interest concerning, the performance of the CSA Holder's obligations under this CSA;
- e. at the time of its execution of this CSA, there are no actions, causes of action, grievances, judgments, or orders outstanding or, to the knowledge of the CSA Holder, threatened against or affecting the CSA Holder or any of its assets that would, if adversely determined, have a material adverse effect on, or materially adversely restrict or impair its appointment in relation to the Goods and Associated Services or entry into any Order formed in accordance with this CSA;
- f. the CSA Holder is not insolvent or at the brink of insolvency and is able to pay its debts as they become due in the ordinary course of business; and
- g. the CSA Holder has no knowledge of any material fact or matter not disclosed to the Province, which if known by the Province, would reasonably be expected to deter the Province from entering into this CSA.

ARTICLE 8– INDEMNIFICATION

8.1 Indemnity

The CSA Holder must indemnify and save harmless the Province and the Province’s employees and agents, from any loss, claim (including any claim of misappropriation or infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this CSA ends (each a “Loss”) to the extent the Loss is directly or indirectly caused or contributed to by:

- a. any act or omission by the CSA Holder or by any of the CSA Holder’s agents, employees, officers, directors, or subcontractors in connection with this CSA; or
- b. any representation or warranty by or on behalf of the CSA Holder being or becoming untrue or incorrect.

ARTICLE 9– DISPUTE RESOLUTION

9.1 Dispute Resolution Process

In the event of any dispute between the parties arising out of or in connection with this CSA, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- a. the parties must initially attempt to resolve the dispute through collaborative negotiation;
- b. if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute must be referred to and finally resolved by arbitration under the *International Commercial Arbitration Act* (BC), administered by the *Vancouver International Arbitration Centre* pursuant to its applicable rules.

9.2 Location of Arbitration

Unless the parties otherwise agree in writing, an arbitration under section 9.1 will be held in Victoria, British Columbia.

9.3 Costs of Arbitration

Unless the parties otherwise agree in writing or the arbitrator otherwise orders, the parties must share equally the costs of arbitration under section 9.1 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 10 – SUSPENSION AND EFFECT

10.1 Suspension

The Province may, at its sole discretion, as an alternative option before exercising any right of termination, suspend the CSA Holder’s eligibility to provide Goods on written notice to the CSA Holder, if any:

- a. Purchaser terminates an Order for material breach; or
- b. event in section 11.2 occurs.

10.2 Suspension period

The period of suspension will continue until the CSA Holder satisfies the Province that the deficiency giving rise to the suspension has been rectified, unless this CSA ends earlier. For greater certainty, the rescission of the suspension will not result in the Term being extended for the same number of days as the period of suspension.

10.3 Effect of suspension

Suspension of this CSA under section 10.1 will not have the effect of automatically suspending any then existing Order.

ARTICLE 11 – TERMINATION AND EFFECT

11.1 Termination for Convenience

Either party may terminate this CSA for convenience (for any reason or for no reason), without liability to the other, on 60 days written notice to the other.

11.2 Termination for Cause

The Province, at its sole discretion, may terminate this CSA with immediate effect by giving written notice to the CSA Holder of the particulars, if the CSA Holder:

- a. makes any un-remediable or fraudulent misrepresentation ;
- b. makes any other misrepresentation (including negligent or innocent) in this CSA and that is not remedied within 30 days of written request;
- c. provides information to Purchasers that conflicts with any terms and conditions of this CSA;
- d. has had any Order terminated by any Purchaser for material breach within a 12 month period;
- e. directly or indirectly assigns this CSA without consent under section 12.5;
- f. experiences an Insolvency Event, but only to the extent such termination is not prohibited by the laws of Canada;
- g. ceases or threatens to cease to carry on business;
- h. fails to remit the administrative fee or any reports pursuant to Article 4, or fails to rectify any deficiencies in accordance with Article 4; or
- i. commits any material breach of this CSA not described in this section and that is not remedied within 30 days of written request.

11.3 Effect on Expiration or Termination

Upon the expiration or earlier termination of this CSA, the CSA Holder will no longer be eligible to receive any Purchase Requests or Orders.

The CSA Holder acknowledges and agrees that early termination of this CSA will not automatically terminate any existing Orders, which may continue in accordance with their respective terms.

11.4 Accrued Rights and Obligations

The expiration or termination of this CSA is without prejudice to any rights, obligations or remedies of either party accrued under this CSA before its expiration or termination.

11.5 Survival

Any unpaid collection and payment obligations and any other provisions of this CSA, which by their terms or nature, are intended to survive the end of this CSA or the completion of all Orders, will survive, including those provisions that are necessary for their proper interpretation. For greater certainty, any cross-references in the defined terms of Orders to the definitions in this CSA will survive.

ARTICLE 12– MISCELLANEOUS

12.1 Electronic Signature

An electronic signature in or attached to or associated with an email will not satisfy a requirement that a document be in writing be executed or signed unless either:

- a. the signatory for or on behalf of the party signs by hand the writing that is then scanned and emailed as an attachment in PDF; or

- b. the email or writing specifies that it constitutes the electronic signature of the signatory for and on behalf of the party.

12.2 Notices

Any notice, consent, approval, demand or specified written communication given by either party to the other under this CSA must be in English and in writing unless otherwise set out and, if expressly required in this CSA, be signed, and will be deemed received on the date of delivery, if:

- a. delivered personally;
- b. delivered by pre-paid, recorded courier or equivalent postal delivery service and left with a receptionist or responsible employee of the party; or
- c. emailed:
 - i. in a format capable of being accessible and retained by the receiving party, without needing additional software, in a manner usable for subsequent reference, including being forwarded and printed; and
 - ii. verified received by written or automated receipt or electronic log;

to the address and for the attention of:

in the case of the Province

*Procurement Services Branch
PO Box 9476
Stn Prov Gov
Victoria BC V8W 9W6*

and

in the case of the CSA Holder
TBA

Despite the foregoing, if deemed receipt is not within 0830 to 1630 hours on a day other than a Saturday, Sunday or statutory holiday ("Business Hours") in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

12.3 No Partnership or Agency

Nothing in this CSA authorizes or creates any employment, partnership, fiduciary or joint venture relationship, or any agency relationship between the CSA Holder and Province. Neither party may act contrary to this section.

12.4 Prohibition Against Committing Money

The CSA Holder must not in relation to its rights or obligations under this CSA commit or purport to commit the Province to any obligation or liability, including to pay any money, to any person, except as this CSA may specify.

12.5 Assignment by the CSA Holder

The CSA Holder must not novate, assign or transfer in whole or in part this CSA without the prior written consent of the Province.

12.6 Further Assurances

Each party will execute and deliver all such further documents and do all such further acts and things as the other party may reasonably require to give full effect to this CSA.

12.7 Transaction Costs

Each party is solely responsible for its own costs and expenses (including legal and accounting) incurred in connection with the negotiation, preparation, execution and delivery of this CSA, and all other documents prepared, executed or delivered under or pursuant to this CSA, including Orders.

12.8 Severability

If any part of this CSA or its application to any person or circumstance is illegal, invalid or unenforceable, the application of such part to any other persons or circumstances and the remaining parts will remain in effect provided the modified CSA remains operable.

12.9 Amendments

No amendment of this CSA is effective unless in writing and signed and delivered by, or on behalf of, the parties.

12.10 Waiver

A waiver of any right or remedy under this CSA is effective only if in writing signed by or on behalf of the waiving party and applies only to the party to which the waiver is addressed and the circumstances for which it is given and will not constitute a continuing waiver unless expressly stated in the writing.

12.11 Remedies

Unless specified otherwise, remedies are cumulative and remedies arising under this CSA do not exclude remedies provided by law.

12.12 Tax Verification

Any terms set out in the attached Appendix E apply to this CSA.

12.13 Entire Agreement

This CSA, including its Appendices and their schedules, and any documents incorporated by reference in it (excluding any and all Orders referencing this CSA), contains the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral agreements, representations, warranties or undertakings between them with respect to its subject matter. Despite the foregoing, nothing in this section operates to limit or exclude the CSA Holder's liability for fraud or fraudulent misrepresentation.

12.14 English Language

This CSA is made only in the English language. Each document referred to in or referencing this CSA or to be delivered under it will be in the English language. If any document of a party requires translating into English, the party referencing or providing it will at its expense provide an English translation, which will prevail in case of any conflict over the other language version.

12.15 Governing Law and Jurisdiction

This CSA, including any modification made pursuant to it, and any disputes or claims arising out of in connection with its subject matter are governed by, and to be interpreted and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable in the province, notwithstanding any choice of law rules. The CSA Holder irrevocably consents to jurisdiction and venue in the courts of British Columbia.

12.16 Counterparts

This CSA and any modification that requires both parties to sign may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for delivering notices under this CSA and actually received, is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of _____

For, and on behalf of **His Majesty the King in right of the Province of British Columbia**, as represented by the Minister of Citizens' Services

By: _____
Sign

By: _____
Sign

Print Name

Print Name

Title

Title

Witness Signature

Witness Signature

Date

Date

Appendix A – Goods and Associated Services

Part 1 – Goods and Associated Services

Goods:

- HID A BAG Single Compartment, 70 gal/265L Bear Resistant
- HID A BAG Double Refuse Bear Resistant 130 gal/490L
- HID A BAG Single Mini Bear Resistant Bin 32gal/120L
- HID A BAG Double MINI, 60 gal/225L Bear Resistant
- HID A BAG Triple Standard 190 gal/720L (3 bear resistant user doors)
- HID A BAG Triple MINI 90 gal/340L (3 bear resistant user doors)
- Food Storage Lockers “TRAILHEAD” 2 compartment (upper and lower) bear resistant locker (14cu.ft.) 24”x42”x24”
- FL14SS) CAMPSITE Single Door Locker 14 cu.ft./396L (sloped top)
- (FL21SS) CAMPSITE – Single door locker 21 cu.ft./595L (sloped top)
- (FL21DS) CAMPSITE- Double door locker 21cu.ft./595L Sloped Top
- Concrete Mounting Pads

Associated Services

Freight fees for delivery will be set out a-in the Executed Purchase Request.

Part 2 – Fees

| Containers | |
|--|--|
| HID A BAG Single Compartment, 70 gal/265L Bear Resistant | |
| HB Single Concrete Pad | |
| Pallet/Package | |
| HID A BAG Double Refuse Bear Resistant 130 gal/490L | |
| HBII Concrete mounting pad | |
| Pallet/Package | |
| HID A BAG Single Mini Bear Resistant Bin 32gal/120L | |
| HBIM Concrete mounting pad | |
| Pallet/Package | |
| HID A BAG Double MINI, 60 gal/225L Bear Resistant | |
| Concrete mounting pad | |
| Pallet/Package | |
| HID A BAG Triple Standard 190 gal/720L (3 bear resistant user doors) | |
| Concrete mounting pad | |
| Pallet/Package | |
| HID A BAG Triple MINI 90 gal/340L (3 bear resistant user doors) | |
| Concrete mounting pad | |
| Pallet/Package | |
| Food Storage Lockers “TRAILHEAD” 2 compartment (upper and lower) bear resistant locker (14cu.ft.) 24”x42”x24” | |
| (1) unit mounting frame | |
| (2) unit mounting frame | |
| (3) unit mounting frame | |

| | |
|--|--|
| (4) unit mounting frame | |
| (5) unit mounting frame (all mounting frames powder coat paint Black only) | |
| Pallet/package required for lockers and frames | |
| (FL14SS) CAMPSITE Single Door Locker 14 cu.ft./396L (sloped top) bear resistant – (pallet required included in price) | |
| Folding shelf | |
| Hands Free Foot Pedal Operation | |
| Concrete Mounting Pad | |
| Pallet Required | |
| (FL21SS) CAMPSITE – Single door locker 21 cu.ft./595L (sloped top) bear resistant – (pallet required included in price) | |
| Folding Shelf | |
| Concrete Mounting Pad | |
| Pallet Required | |
| (FL21DS) CAMPSITE- Double door locker 21cu.ft./595L Sloped Top | |
| Concrete Mounting Pad | |
| Pallet Required | |
| Container Options | |
| Two Colour Split Paint (2 standard HA colours, per container) Charge per lid and/or restrictor plate (if different from bin colour) | |
| Restrictor Plate (5" or 8" opening) installed with container | |
| Restrictor Plate KIT for field installation (5" or 8" opening) | |
| Recycle Hood (standard size bin) 5" or 8" sq opening installed with container purchase | |
| Recycle Hood (mini size bin) 5" only sq opening installed with container purchase | |
| Decal Options | |
| Recycle Logo 6" – uninstalled | |
| Recycle Logo 10.5" – uninstalled | |
| "Pitch In" decal (set of 2) – uninstalled | |

**APPENDIX B: Purchase Request
PURCHASE REQUEST**

Note: The Province may modify this Purchase Request by giving written notice to the CSA Holder.

| | |
|--|--|
| Issue Date: | <<<insert date>>> |
| Purchase Request Number: | <<<insert if applicable>>> |
| CSA #: | CS- |
| Issued by the following Purchaser: | <<<enter legal name of Purchaser and address for acceptance of this Purchase Request >>> |
| Purchaser contact and address for notices (if not the same as address above): | <<<insert>>> |
| Issued to the CSA Holder at: | |
| CSA Holder contact and address for notices (if not the same as address above): | |

Execution by the CSA Holder and the Purchaser of this Purchase Request in accordance with the instructions below will constitute an Order for the Goods and any Associated Services set out in section 1 below (as such Goods and Associated Services) are further described in Part 1 of Appendix A to the CSA) to be provided by the Contractor (the aforementioned CSA Holder) at the applicable Fees set out in Part 2 of Appendix A to the CSA and on the terms and conditions set out in Appendix C to the CSA – Order Terms and Conditions, as may be modified below in section 4.

1. GOODS:

The Goods required are set out in the table below:

| GOODS | QUANTITY | UNIT PRICE | EXTENDED TOTAL (QUANTITY X UNIT PRICE) |
|--|--------------------------|--|--|
| <<<ENTER APPLICABLE GOODS FROM PART 1 OF APPENDIX A TO THE CSA – ENSURE DESCRIPTION IS CONSISTENT WITH CSA >>> | <<<ENTER DETAILS HERE>>> | <<<ENTER THE UNIT PRICE FROM APPENDIX A OF THE CSA >>> | <<<ENTER EXTENDED TOTAL>>> |
| TOTAL PRICE | | | <<<INSERT TOTAL >>> |

2. ASSOCIATED SERVICES

<<Insert one option and delete the other>>

<<Option A>>

The Purchaser will arrange for pickup of the Goods from the Contractor on or before <<month, day, year>> (the "Delivery Date") at the following location <<insert address>> (the "Delivery Location"). No freight fees will be charged.

<<Option B>>

The Purchaser requires the Contractor to deliver the Goods on or before <<month, day, year>> (the "Delivery Date") to the following location <<insert address>> (the "Delivery Location").

The Purchaser has the following freight requirements <<Purchaser to select one>>:

- Freight to be pooled with other customer orders
- Freight to be pooled with other customer orders if available
- Freight is not required to be pooled

Freight fees for delivery are \$<<CSA Holder to insert>>.

3. MAXIMUM AMOUNT PAYABLE:

\$_____ is the maximum amount which the Purchaser is obliged to pay to the Contractor for Fees and expenses under the Order (exclusive of any applicable taxes described in section <<insert>> of Appendix C to the CSA.

4. ADDITIONAL INFORMATION:

<<If any additional details are required add here, or insert "Not applicable.">>.

5. SUBCONTRACTORS

The Contractor will use the following subcontractor(s) to provide Associated Services:

<<the Contractor must name any subcontractors that will use to provide any Associated Services or state "Not Applicable">>

6. PUBLIC SECTOR ENTITY REVISIONS TO ORDER TERMS AND CONDITIONS:

As contemplated by subparagraph 3.5(a) of the CSA, the following modifications are made to the terms and conditions set out in Appendix C to the CSA:

<<The Public Sector Entity may set out either the provisions modifying Appendix C to the extent permitted by subparagraph 3.5(a) of the CSA or "[None.]" or if the Purchaser is a Ministry, insert "Not Applicable" .>>

7. ACCEPTANCE INSTRUCTIONS:

Deadline for acceptance of Purchase Request by CSA Holder: <<Insert Time Month/Date/Year. This period will not be more than 10 days after the Issue Date>>

This Purchase Request is not binding unless signed by both parties. If the CSA Holder agrees to this Purchase Request, the CSA Holder must sign and deliver this Purchase Request to the Purchaser at the Purchaser's address first set out above before the deadline above. If the Purchaser does not receive a signed Purchase Request before the deadline above, then the CSA Holder will have waived any right to provide the Goods and any Associated Services under the Purchase Request and the Purchaser will follow the process set out in section 3.6 of the CSA. The Purchase Request may be signed in counterparts and when actually received by the other party, together have the same effect as if each party had signed the same document.

AGREED TO by the parties by their duly authorized signatories on the dates below:

| | |
|---|--|
| <p>For and on behalf of the CSA Holder by:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>For and on behalf of the Purchaser by:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|--|

Appendix C – Order Terms and Conditions

The following terms and conditions will apply to each Order formed in accordance with the provisions of the CSA and the applicable Purchase Request.

1. Definitions.

In this Order the following definitions apply:

- (a) “Acceptance” is defined section 4;
- (b) “Associated Services” means any services, described in Part 1 of Appendix A of the CSA as identified in the Executed Purchase Request, to be provided by the Contractor to the Purchaser pursuant to an Order;
- (c) “Contractor” means the CSA Holder who enters into an Order with the Purchaser;
- (d) “CSA Holder” has the same meaning as in the CSA ;
- (e) “Delivery Date” means the date of delivery for Goods specified in the Executed Purchase Request;
- (f) “Delivery Location” means the location identified by Purchaser in the Executed Purchase Request to which the Contractor is to deliver Goods, or such other delivery area or point which is specified in writing by Purchaser;
- (g) “Executed Purchase Request” means a Purchase Request that is executed by or on behalf of the Contractor and Purchaser;
- (h) “Goods” means the goods, described in Part 1 of Appendix A of the CSA as identified in the Executed Purchase Request, that are required to be delivered by the Contractor pursuant to an Order, and include all materials, component parts, data, documentation packaging and labelling of such goods, if applicable;
- (i) “Inspection Period” is defined in section 4;
- (j) “Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing;
- (k) “Order” means this agreement for the purchase and sale of Goods and may include the purchase of Associated Services between the Purchaser and a Contractor as a result of the Executed Purchase Request, and on the terms and conditions set out in this Appendix C of the CSA and incorporates the Purchase Request;
- (l) “Ministry” means any ministry or agency of the government of British Columbia;
- (m) “Public Sector Entity” means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an access agreement with the Province and appears on the Province’s list of eligible Purchasers;
- (n) “Purchaser” means the Ministry or Public Sector Entity identified on the Executed Purchase Request as the Purchaser and which is a party to this Order;

- (o) "Purchase Request" means a written request issued by the Purchaser to the CSA Holder by which the CSA Holder is invited by the Purchaser to enter into the Order;
- (p) "Purchaser Indemnified Parties" is defined in section 14;
- (q) "Warranty Period" means in respect of any Goods, the period commencing on the date of Acceptance of such Goods and ending on the date that is no less than one year from that date.

2. Order.

The Order consists only of: (a) these Order terms and conditions, including any requirements incorporated by reference or otherwise within the Order terms and conditions; (b) the requirements set out by the Purchaser in the Executed Purchase Request (c) the pricing as set out in the Executed Purchase Request; and (d) other documents expressly referenced by a CSA Holder in the Executed Purchase Request to the extent they are not in conflict with, but contemplated by the Executed Purchase Request requirements. The Purchaser's acceptance of, or payment for, the Goods and Associated Services will not constitute Purchaser's acceptance of any additional or different terms in any Executed Purchase Request, unless otherwise accepted in writing by the Purchaser. If there is any conflict or inconsistency between the documents constituting this Order, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

3. Delivery of Goods and Associated Services.

- a. The Contractor agrees to supply and deliver the Goods to the Purchaser and to perform the Associated Services, as applicable, on the terms set out in this Order.
- b. The Contractor shall, at its own expense, pack, load, and deliver Goods to the Delivery Location and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions set out in the Order or otherwise provided to the Contractor by the Purchaser in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Executed Purchase Request or otherwise agreed to in writing by Purchaser.
- c. Time is of the essence with respect to delivery of the Goods and performance of Associated Services, if any. Goods shall be delivered by the applicable Delivery Date. The Contractor must immediately notify the Purchaser if the Contractor is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, the Purchaser may, upon notice to the Contractor, cancel or change an Order, or any portion thereof, for any reason, including, without limitation, for the convenience of the Purchaser or due to failure of the Contractor to comply with this Order, unless otherwise noted.
- d. Title and risk of loss or damage shall pass to the Purchaser upon receipt of Goods at the Delivery Location, unless otherwise agreed to by the Purchaser in writing. The Purchaser has no obligation to obtain insurance while Goods are in transit from the Contractor to the Delivery Location.
- e. The Contractor shall follow all instructions of the Purchaser and cooperate with the Purchaser's customs broker as directed by the Purchaser (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. The Contractor shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of Goods from outside Canada.

4. Inspection; Acceptance and Rejection.

- a. All shipments of Goods and performance of Associated Services, if applicable, shall be subject to the Purchaser's right of inspection. The Purchaser shall have **sixty (60) calendar days** (the "**Inspection Period**") following the delivery of the Goods at the Delivery Location or performance of the Associated Services, if applicable, to undertake such inspection, and upon such inspection the Purchaser shall

either accept the Goods or Associated Services (“**Acceptance**”) or reject them. The Purchaser shall have the right to reject any Goods that are:

- i. delivered in excess of the quantity ordered;
 - ii. damaged or defective;
 - iii. counterfeit;
 - iv. short of the quantity ordered; or
 - v. are not in conformance with the requirements or any term set out in the Executed Purchase Request or these Order Terms and Conditions.
- b. Transfer of title to the Purchaser of Goods shall not constitute the Purchaser’s Acceptance of those Goods. The Purchaser shall provide the Contractor within the Inspection Period notice of any Goods or Associated Services that are rejected, together with the reasons for such rejection. If the Purchaser does not provide the Contractor with any notice of rejection within the Inspection Period, then the Purchaser will be deemed to have provided Acceptance of such Goods or Associated Services. The Purchaser’s inspection, testing, or Acceptance or use of the Goods or Associated Services hereunder shall not limit or otherwise affect the Contractor’s warranty obligations hereunder with respect to the Goods or Associated Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Associated Services.
- c. The Purchaser shall be entitled to return rejected Goods to the Contractor at Contractor’s expense and risk of loss for, at the Purchaser’s option, either: (i) full credit or refund of all amounts paid by the Purchaser to the Contractor for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by the Purchaser. Title to rejected Goods that are returned to the Contractor shall transfer to the Contractor upon such delivery and such Goods shall not be replaced by the Contractor except upon written instructions from the Purchaser. The Contractor shall not deliver Goods that were previously rejected on grounds of non-compliance with this Order, unless delivery of such Goods is approved in writing by the Purchaser in advance.
- d. Notwithstanding the Purchaser having received possession of the Goods and without limiting the Purchaser’s rights in section 4, the Purchaser will not have accepted the Goods until the Purchaser’s Qualified Receiver (as defined in the Purchaser’s Core Policy and Procedures Manual) has completed the steps assigned to the Qualified Receiver set out in c. 4.3.2 of the Purchaser’s Core Policy and Procedures Manual.
- e. In addition to the foregoing provisions of this section 4, at the request of the Purchaser, the Contractor will enter into an amendment of the Order with the Purchaser to reflect any of the circumstances set out in this section 4.

5. Price/Payment Terms.

Prices for the Goods and Associated Services, if any, will be set out in the applicable Order as incorporated through the Executed Purchase Request. Price increases or charges not expressly set out in the Order shall not be effective unless agreed to in advance in writing by Purchaser. The Contractor will issue all invoices on a timely basis. In order to obtain payment, all invoices delivered by the Contractor must meet the Purchaser’s requirements, and at a minimum shall reference:

- a. the Contractor’s legal name and address;
- b. the date of the invoice;
- c. the quantity and price of Goods delivered and for which payment is sought;
- d. a statement of any credits or deposit amounts to the Purchaser’s account which the Purchaser may apply or which may have been applied if previously agreed by the parties to offset amounts owing by the Purchaser in respect of the Goods under the invoice;
- e. the Contractor’s calculation of all applicable taxes payable by the Purchaser in relation to the Goods;
- f. a reference to the CSA, CSA # and the Order Number;
- g. an invoice number for identification; and

- h. any other billing information reasonably requested by the Purchaser.

The price set out in the Executed Purchase Request is the maximum amount which the Purchaser is obliged to pay to the Contractor for fees and expenses under this Order (exclusive of any applicable taxes). The Purchaser will pay the undisputed portion of properly rendered invoices sixty (60) calendar days from the invoice date. The Purchaser shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, the Purchaser agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. If applicable, the Purchaser's obligation to pay money to the Contractor is subject to the *Financial Administration Act* [RSBC 1996] CHAPTER 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Purchaser during which payment becomes due. Unless otherwise specified in this Order, all references to money or price are to Canadian dollars.

6. Taxes.

Unless otherwise stated in an Order, all prices or other payments stated in the Order are exclusive of any taxes. The Contractor shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Purchaser will pay all applicable taxes to the Contractor when the applicable invoice is due. The Contractor will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Order, the Purchaser may withhold from all amounts payable to the Contractor all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Contractor must:

- a. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Order that the Purchaser has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Order; and
- b. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Purchaser.

7. Hazardous Materials.

The Contractor agrees to provide, upon and as requested by the Purchaser, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Associated Services do not require the use of, any particular hazardous substances specified by the Purchaser.

8. Legal Compliance.

In the performance of the Contractor's obligations under this Order, the Contractor shall at all times comply with all applicable laws and rules including federal, state and/or provincial, and municipal laws, and regulations as well as all provincial policies, standards, and codes (including as they may be updated from time to time). Without limiting the generality of the foregoing, the Contractor must comply with, and must ensure that any subcontractors comply with, the *Criminal Records Review Act* in British Columbia and all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, or any other regulation or order issued by the Ministry of Health. The Contractor shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Contractor to manufacture and deliver the Goods and perform the Associated Services.

9. Warranties.

- a. **Goods Warranties.** The Contractor warrants to the Purchaser that during the Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by the Purchaser, new; (iv) free from defects in design, material and

workmanship; (v) in strict compliance with the requirements set out in Appendix A of the CSA, and the Executed Purchase Request; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to the Purchaser; and (viii) compliant with all applicable laws and rules including federal, state and/or provincial, and municipal laws, regulations, standards, and codes.

- b. **Associated Service Warranties.** The Contractor shall perform all Associated Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Associated Services under this Order; (ii) in accordance with all requirements and all the Purchaser policies, guidelines, by-laws and codes of conduct applicable to the Contractor; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Associated Services. The Purchaser may object to any of the Contractor's personnel or any subcontractor(s) engaged in the performance of Associated Services who, in the reasonable opinion of the Purchaser, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Contractor shall promptly remove such personnel or subcontractor(s) from the performance of any Associated Services upon receipt of such notice, and shall not re-employ the removed person or subcontract the removed subcontractor(s) in connection with the Associated Services without the prior written consent of the Purchaser.
- c. **Intellectual Property Warranty.** The Contractor further warrants to the Purchaser that at all times all Goods and/or Associated Services will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** The Contractor shall assign to the Purchaser all manufacturer's warranties for Goods, whether or not manufactured by or for the Contractor, and, if the Contractor is not the manufacturer, shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Purchaser.

10. Warranty Remedies.

- a. In the event of breach of any of the warranties in section 9(a) or 9(b), and without prejudice to any other right or remedy available to the Purchaser (including the Purchaser's indemnification rights hereunder), the Contractor will, at the Purchaser's option and the Contractor's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Associated Services, within 10 calendar day(s) after written notice by the Purchaser to the Contractor of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and /or Associated Services, transport the Goods from the Purchaser to the Contractor, and return shipment to the Purchaser, and costs resulting from supply chain interruptions, will be borne by the Contractor. If Goods are corrected or replaced or Associated Services are re-performed, the warranties in section 9(a) and 9(b) will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by the Purchaser. If the Contractor fails to repair or replace the Goods within the time periods required above, the Purchaser may repair or replace the Goods at the Contractor's expense.
- b. In the event that any Goods provided by the Contractor to the Purchaser are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Contractor shall, at its own option and expense, without prejudice to any other right or remedy of the Purchaser (including the Purchaser's indemnification rights hereunder), promptly provide the Purchaser with a commercially reasonable alternative, including the procurement for the Purchaser of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Purchaser, or the modification of such Goods (without affecting functionality) to render them non-infringing.

11. Clear of Liens and Encumbrances. All Goods and/or Associated Services shall vest in the Purchaser free and clear of all liens and encumbrances on receipt of payment by the Contractor for the Goods.

12. Public Announcements.

The Contractor will not make any public announcement relating to this Order without the prior written approval of the Purchaser or as required by law. Without restricting the generality of the foregoing, the Contractor will submit to the Purchaser for its prior written approval all advertising, written sales promotion, press releases, public notices and all other publicity matters or materials relating to this Order, or in which the Purchaser's name, mark, or logo is mentioned or language from which the connection of said name, mark or logo may be inferred or implied, and will not publish or use such advertising, written sales promotion, press releases, public notices or any other publicity matters or materials without prior consultation with and the written approval of the Purchaser, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Contractor may include the Purchaser's name and a factual description of the work performed under this Order only on employee bulletin boards, in internal business planning documents and whenever otherwise required by reason of legal, accounting or regulatory requirements.

13. Insurance. The Contractor represents and warrants to the Purchaser that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of services similar to the Associated Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance).

14. Workers Compensation. Without limiting the generality of section 8 the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Order, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

15. Personal optional protection. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- a. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- b. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

16. Evidence of coverage. Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 14 and 15.

17. Indemnities. The Contractor shall indemnify, defend (subject to the *Attorney General Act* [RSBC 1996] CHAPTER 22 and the *Crown Proceeding Act* [RSBC 1996] CHAPTER 89) and hold harmless the Purchaser, and its, employees and agents (the "**Purchaser Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Purchaser Indemnified Parties or any of them (each a "Loss") arising out of:

- a. death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods, or from the failure of the Goods to comply with the warranties hereunder;
- b. any claim that the Goods infringe or violate the Intellectual Property Rights or other rights of any person;
- c. any intentional, wrongful or negligent act or omission of Contractor or any of its agents, employees or subcontractors;
- d. Contractor's breach of any of its obligations under this Order; or

e. any liens or encumbrances relating to any Goods or Services.

- 18. Limitation of Liability.** WITHOUT LIMITING CONTRACTOR'S OBLIGATIONS UNDER SECTION 17, IN NO EVENT WILL THE PURCHASER BE LIABLE TO THE CONTACTOR OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS ORDER.
- 19. Independent Contractors.** The Contractor will perform its obligations under the Order as an independent contractor and in no way will the Contractor or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Purchaser. The Contractor and its employees will have no authority to represent the Purchaser or its employees or agents or bind the Purchaser or its employees or agents in any way, and neither the Contractor nor its employees or agents will hold themselves out as having authority to act for the Purchaser, its employees or agents.
- 20. Subcontractors.** The Contractor may not subcontract any of its obligations under this Order without the express written consent of the Purchaser excepting where subcontractors are included in the Executed Purchase Request, and such subcontractors are limited to providing Associated Services. No subcontract, whether consented to by the Purchaser or not, will relieve the Contractor from any of its obligations under this Order and the Contractor shall ensure that any subcontractor(s) comply with section 10(b).
- 21. Further Assurances.** The parties shall enter into such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Order and every part thereof.
- 22. Severability.** If any provision of this Order is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
- 23. Waiver.** No waiver of any provision of this Order shall be enforceable against that party unless it is in writing and signed by that party.
- 24. Assignment.** The Contractor may not assign or subcontract this Order, in whole or in part, without the Purchaser's prior written consent. The Contractor's permitted assignment or subcontracting of this Order or any part thereof will not release the Contractor of its obligations under this Order, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts or omissions of any subcontractors of the Contractor will be deemed to be the acts and omissions of the Contractor. The Purchaser may assign to any person any of the Purchaser's rights under this Order and may assign to any "government corporation", as defined in the *Financial Administration Act* [RSBC 1996] CHAPTER 138, any of the Purchaser's obligations under this Order upon providing written notice to the Contractor. This Order shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
- 25. Cumulative Remedies.** Subject to Section 16, the rights and remedies of the Purchaser in this Order are cumulative and in addition to any other rights and remedies at law or in equity.
- 26. Survival.** Any provision of this Order which expressly or by implication from its nature is intended to survive the termination or completion of the Order will continue in full force and effect after any termination, expiry or completion of this Order.
- 27. Interpretation.** The headings used in this Order and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular include the plural and vice versa; words importing gender include all genders. References in this Order to articles, sections, schedules, exhibits, appendices, and other subdivisions are to

those parts of this Order. Where this Order uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”

- 28. Governing Law.** This Order, and any disputes or claims arising out of or in connection with its subject matter are to be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada as they apply in British Columbia, excluding any conflict of law rules providing otherwise and excluding the application of the United Nations Convention on Orders for the International Sale of Goods and the *International Sale Of Goods Act* [RSBC 1996] CHAPTER 236. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia in Victoria, which will have non-exclusive jurisdiction over any matter arising out of this Order.
- 29. Electrical/Electronic Components and Equipment.** All electrical/electronic components or equipment must comply with applicable Province and other applicable regulatory and legislative frameworks regarding devices and electrical safety, *e.g.*, without limitation, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.
- 30. Language.** All communications under this Order and any related documentation are required to be in English.
- 31. Notices.** Any notice contemplated by this Order, to be effective, must in in writing and delivered as follows:
- a. By hand to the addressee’s contact address specified in the Executed Purchase Request, in which case it will be deemed to be received on the day of its delivery; or
 - b. By email to the addressee’s contact email address specified in the Executed Purchase Request, if any, in which case it will be deemed to be received on the day on which it is emailed or transmitted electronically provided the notice must be transmitted in a form: capable of being read without the need to obtain new software, stored indefinitely, forwarded and printed by the addressee contact.
- 32. Confidentiality.** The Contractor must treat as confidential all information obtained by the Contractor; or any of its employees or subcontractors, (whether obtained verbally, electronically or otherwise) as a result of this Order, and not permit its disclosure or use without the Purchaser’s prior written consent except:
- (a) as required to perform the Contractor’s obligations under this Order or to comply with applicable laws;
 - or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Order.
- 33. Additional Terms.** If the Goods include any items, components or services that require the Purchaser to enter into a license or other type of agreement in any form whatsoever (including click agree or shrink wrap), the Purchaser reserves the right to negotiate any such form of agreement and/or terms and conditions prior to or after forming the Order.

**Appendix D – Subcontractors
Not Applicable**

Appendix E –Tax Verification

1. In this Appendix:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this CSA, the CSA Holder provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the CSA Holder must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this CSA, the CSA Holder acknowledges and agrees that any extension or renewal of this CSA is conditional upon the Province having, or receiving from the CSA Holder in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.