



PURCHASE ORDER TERMS AND CONDITIONS

1 SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by the Company, the Supplier must supply the Goods and/or provide the Services to the Company in accordance with, and as specified in, this Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2 To the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to the Company in respect of the Goods and/or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services that is subject to a contract between the Supplier and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Supplier is an independent contractor, and all persons employed by the Supplier in connection herewith shall be its employees and not employees of the Company in any respect. The Supplier shall indemnify and save harmless the Company from and against all claims, payments, costs, damages, expenses, interest, penalties and other liabilities assessed against, paid or incurred by the Company in connection with any failure to withhold and/or remit any taxes, employment insurance premiums, worker's compensation premiums, Canada Pension Plan contributions or similar claims.
- 1.5 The Supplier must, in supplying the Goods or performing the Services:
 - (a) not interfere with the Company's activities or the activities of any other person at the Delivery Point or the Site;
 - (b) be aware of and comply with, and ensure that the Supplier's Personnel are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all Site Standards and Procedures, to the extent that these documents are applicable to the supply of the Goods or the performance of the Services by the Supplier. The Supplier may request a copy of any or all of these documents from the Company; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorized by Law or the Site Standards and Procedures to give directions to the Supplier;
 - (c) obtain, and at all times during the term of any Purchase Order, maintain, all necessary licenses, permits and consents applicable to the provision of the Goods and/or Services;
 - (d) ensure that the Supplier's Personnel entering the Site perform the Services or deliver the Goods in a safe manner and in a way, that does not prejudice safe working practices, safety and care of property and continuity of work at the Site;
 - (e) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with this Purchase Order, the supply of the Goods or the performance of the Services; and
 - (f) on request by the Company, provide to the Company and its Personnel any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Purchase Order.

2 DELIVERY

- 2.1 The Supplier must deliver the Goods to the Delivery Point by the Delivery Date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with any applicable Laws.
- 2.3 Packages must be marked with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.

3 TIME FOR PERFORMANCE OF THE SERVICES

The Supplier must perform the Services by the date specified in the Purchase Order.

4 TITLE AND RISK

- 4.1 The Company will have title to the Goods when the Company pays for those Goods or as otherwise specified in the PO.



- 4.2 The Company will bear risk in the Goods when the Company takes delivery of those Goods at the Delivery Point as per specified applicable International Commercial Term.

5 ACCEPTANCE TESTING

Where applicable, as soon as practicable after the supply of any Goods and/or Services, Company may conduct reasonable testing (as may be more particularly described in the applicable Purchase Order) to confirm that the Goods and/or Services meet the applicable Technical Material for such Goods and/or Services ("Acceptance Testing"). Company shall advise Supplier within three (3) Business Days following the completion of such Acceptance Testing if the Goods and/or Services passed or failed and, if the latter, reasonable details around the failure. Supplier shall promptly remedy the defects found and resubmit the Goods and/or Services for Acceptance Testing.

6 PRICE

- 6.1 The Company must pay the Supplier the Price for the Goods and/or Services at the time set out in this Purchase Order (subject to the requirements of clause 8 having been satisfied).
- 6.2 Unless specifically indicated within the Purchase Order (in which case only to the extent so specified in such Purchase Order), the Price is inclusive of:
- (a) all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Purchase Order;
 - (b) the cost of any miscellaneous services of a kind which are commonly provided with the Goods and any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services; and
 - (c) the Supplier's compliance with all its obligations under the Purchase Order; and all Taxes paid by Supplier, excluding Consumption Tax.

7 TAX

Supplier shall comply with all applicable tax laws. Supplier shall be liable for and shall indemnify Company in respect to any claims, payments, costs, damages, expenses, interest, penalties and other liabilities assessed against, paid or incurred by the Company arising from Supplier's non-compliance with applicable tax laws.

8 INVOICING AND PAYMENT

- 8.1 On delivery of the Goods and/or completion of the Services, the Supplier must provide to the Company:
- (a) a Supplier Reference Document; or
 - (b) if the Company directs, a conforming Invoice which meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction, which must include the information set out in clause 8.3.
- 8.2 The Supplier must provide the Supplier Reference Document or Invoice using an electronic invoicing system if directed to by the Company.
- 8.3 Any Supplier Reference Document or Invoice must include the following details:
- (a) a reference to this Purchase Order and the relevant contract (if any) including the line item numbers on this Purchase Order and the contract number;
 - (b) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services and the relevant quantity of the Goods and/or Services;
 - (c) an individual reference number for the Company to quote with remittance of payment;
 - (d) the Price relating to the Goods and/or Services and any miscellaneous items of any kind which are commonly used or supplied in the performance (and in conjunction with) the Services. Broken down to reflect the same Price components on this Purchase Order, including the amount of any applicable Consumption Tax; and
 - (e) Company operation, Site and Company contact name.
- 8.4 If the Company requests, the Supplier must provide the Company with all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any Invoice.
- 8.5 The Company must pay all Supplier Reference Documents and Invoices that comply with clause 8.3 by electronic funds transfer to the Supplier's nominated bank account within sixty (60) days (or by such other method or within such other period as the parties agree) of their generation or receipt (as the case may be), except where the Company:
- (a) exercises any right to retain, withhold, reduce or set-off any amount due to the Supplier;



- (b) disputes the Supplier Reference Document or Invoice, in which case:
 - (i) to the extent permitted by Law, the Company may withhold payment of the disputed part of the Supplier Reference Document or Invoice pending resolution of the dispute; and
 - (ii) if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute; or
- (c) is required by Law to withhold a portion of payment for services rendered by a foreign Supplier.

8.6 The Company may reduce any payment due to the Supplier under this Purchase Order by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

9 FORCE MAJEURE

9.1 If either Party is unable to perform or comply with any of its obligations in connection with this Agreement, (other than obligations regarding the payment of money), by reason of: an act of God, fire, storm, labour relations disruption, any law, regulation or order of any governmental body or authority having jurisdiction over the Party, act of war, insurrection, riot or other civil disturbance, closing of public highways or any other cause beyond its reasonable control, or beyond the control of any person directly or indirectly engaged by it and the failure to perform or comply could not have been prevented by reasonable foresight or precautions, or circumvented through the use of alternate sources, workarounds or other means (any such event being referred to as a "Force Majeure" event), such Party shall not be liable for failing to perform as a result of such Force Majeure event. The Party experiencing a Force Majeure event will:

- (a) promptly notify the other Party of the Force Majeure event;
- (b) perform the obligations it failed to perform without delay once the Force Majeure event has ended; and
- (c) use all reasonable efforts to minimize and mitigate the impact of the Force Majeure event.

9.2 Notwithstanding the foregoing, in the event of a Force Majeure, Supplier shall use its best efforts to find alternative transportation or warehousing services, as the case may be, for the performance of its obligations in connection with this Agreement.

9.3 If any Force Majeure event could substantially prevent or delay performance of any of Supplier's obligations in connection with this Agreement and such failure or delay could reasonably result in a material disruption of Company's operations at the Site, Company, at its sole discretion, may procure the performance of such obligations from an alternate source at Company's sole expense.

9.4 Notwithstanding anything else in this Agreement, if a Force Majeure event occurs on the part of Supplier, Company will have no obligation to pay any fees for obligations that Supplier fails to provide in accordance with this Agreement.

10 CONDITIONS AS TO QUALITY OF THE GOODS AND THE SERVICES

The Supplier must ensure that:

- (a) the Goods and Services supplied by the Supplier match the description, Technical Material, and Specifications of the Goods and Services in this Purchase Order;
- (b) if the Supplier gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample approved by the Company;
- (c) if the Supplier provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;
- (d) if the Supplier showed the Company a result achieved by the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the services that achieved that result;
- (e) the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional Supplier;
- (f) the Goods and Services are fit for the purposes set out in, or which an experienced professional Supplier would reasonably infer from, this Purchase Order;
- (g) the Goods are new and of merchantable quality;
- (h) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;



- (i) any items which the Supplier uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order; and
- (j) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Supplier must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

11 INSURANCE

11.1 Before commencing the supply of Goods and/or provision of Services, Supplier shall have in full force and effect and will continuously maintain throughout the term of this Purchase Order (including any renewal or extension of this Purchase Order) and for a period of [twenty-four (24) months] thereafter, at its own expense and cost, the following insurance:

- (a) Worker's compensation (where required by applicable Law, including occupational disease if required by applicable Law) and employer's indemnity insurance (called employer's liability insurance in some jurisdictions) which complies with the applicable Laws, covering all claims and liabilities under any applicable Law and, where claims (such as common law claims) are allowed outside of the statutory scheme, for employer's liability for such claims, for not less than [two million (\$2,000,000.00) dollars for each occurrence, for the death of or injury to an Employee;
- (b) general liability insurance written on an occurrence basis with a limit of indemnity of not less than the greater of two million (\$2,000,000.00) dollars for each occurrence or the minimum amount prescribed by applicable Law for each and every occurrence and, in the case of product liability, no less than two million (\$2,000,000.00) dollars] in the aggregate during any one 12 month period of insurance which covers the liability of Supplier and any of Supplier's Employees (including to Company) in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person, arising out of the performance of or in connection with this Purchase Order (including the supply of Goods and/or provision of Services) by Supplier. any other insurance required by applicable Law for Supplier's supply of Goods and/or provision of Services as contemplated herein.

11.2 Such policies required in Section 11.1 (except for statutory insurances) shall by endorsement or otherwise name Company as an additional insured but only with respect to liability arising out of or caused by the activities and operations of Supplier further to this Purchase Order.

12 ACCEPTANCE AND CHANGE OF A PURCHASE ORDER

- (a) any email acknowledgement or other communication from Supplier purporting to accept or begin fulfillment of the Purchase Order shall be deemed as acceptance by the Supplier.
- (b) any failure of Supplier to reject such Purchase Order in writing within five (5) days of Supplier's receipt thereof, shall constitute Supplier's acceptance of the Purchase Order, and Supplier shall be deemed to have thereafter accepted such Purchase Order in accordance with its terms.
- (c) no addition to, waiver, alteration or modification of a Purchase Order shall be valid unless made in writing and signed by authorized representatives of each Party specifically referencing the relevant Purchase Order.

If the Company is unable to accept any requested alterations or modifications requested by the Supplier, the Company will terminate this Purchase Order.

13 ENDING THIS PURCHASE ORDER

13.1 The Company may cancel this Purchase Order for any reason upon written notice to the Supplier, and:

- (a) subject to clause 10, the Company must pay for any part of the Goods delivered or Services performed prior to the cancellation;
- (b) if the Supplier has shipped any Goods before the cancellation but the Goods have not been delivered to the Delivery Point at the date of cancellation, the Company may either:
 - (i) subject to clause 10, accept those Goods when delivered, and pay the Price for them; or
 - (ii) return the Goods to the Supplier at the Company's expense;
- (c) if the Supplier has not shipped the Goods at the time of cancellation, on receiving the written notice of cancellation the Supplier must stop manufacture of the Goods in accordance with and to the extent specified in the notice, and do everything possible to mitigate any costs incurred in relation to the Goods; and



- (d) if clause 13.1 (b)(ii) or 13.1(c) applies:
 - (i) to the extent that the Goods were manufactured or fabricated in accordance with any specification prepared by the Supplier for the Company, the Company must reimburse the Supplier in respect of any expenditure reasonably incurred by the Supplier prior to the date of the cancellation which is directly attributable to the placing of the Purchase Order and which the Supplier is not able to recoup in some other way; and
 - (ii) the Supplier is not entitled to the Price of those Goods or Services, or to any compensation for that cancellation other than as specified in this clause 13.1(a).

14 CONFIDENTIAL INFORMATION

- 14.1 The Supplier must not, and must ensure that the Supplier's Personnel do not, without the prior written approval of the Company:
 - (a) use Confidential Information other than as necessary for the purposes of fulfilling the Supplier's obligations under this Purchase Order; or
 - (b) disclose the Confidential Information, other than to the Supplier's Personnel who need the information to enable the Supplier to perform this Purchase Order, to the Supplier's legal advisors, accountants or auditors, or where disclosure is required by Law (including disclosure to any stock exchange).
- 14.2 The rights and obligations under this clause 14 continue after the termination of this Purchase Order.

15 INTELLECTUAL PROPERTY

- 15.1 Subject to the terms and conditions of this clause 15, a party's Background IP remains vested in that Party.
- 15.2 The Supplier grants the Company a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-licence) to use the Supplier's Background IP to the extent necessary to use the Goods and/or Services, and assigns to the Company all Project IP upon the creation of that Project IP.
- 15.3 The Company grants the Supplier a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP and the Company's Background IP to the extent required to perform the Supplier's obligations under this Purchase Order.

16 INDEMNIFICATION

- 16.1 Supplier shall indemnify Company Indemnitees and keep them indemnified against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a full indemnity basis), liabilities, losses and damages (including any damage to reputation or goodwill) arising from or incurred by reason of any of the following events (including the defence of such events):
 - (a) any negligent act or omission of, or willful misconduct by, Supplier or its Employees;
 - (b) any act, omission or breach by Supplier or its Employees in relation to matters of safety;
 - (c) any Loss in connection with this Purchase Order;
 - (d) any breach of the obligations under this Purchase Order, of Supplier in accordance with Article 13 and Article 14; and
 - (e) any action by an applicable Authority where such action is directly related to the provision of the Goods and/or Services.

17 DEFECTS

- 17.1 If, during the Defects Correction Period, the Company finds any Defect in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may:
 - (a) reject the Goods with the Defect and return them to the Supplier, in which case the Supplier must replace the Goods free of charge and reimburse the Company for any expenses incurred;
 - (b) reject the Services with the Defect, in which case the Supplier must re-perform the Services free of charge; or
 - (c) make good or engage another Supplier to make good the Defect, in which case the Supplier must reimburse the Company for any expenses incurred.
- 17.2 If the Supplier does not replace the Goods pursuant to clause 17.1 (a) or re-perform the Services pursuant to clause 17.1 (b) and:



- (a) the Company has already paid the Supplier for the Goods or Services with the Defect, the Supplier must repay the Company the Price for those Goods or Services; or
 - (b) the Company has not already paid the Supplier for the Goods or Services with the Defect, the Company is not liable to pay the Supplier for those Goods or Services.
- 17.3 The acceptance of any Goods or Services with a Defect by the Company will not bind the Company to accept any other Goods or Services with a Defect and does not affect any of the Company's other rights under this Purchase Order or at Law.
- 17.4 Where the Supplier has made good any Defect under this clause, those Goods or Services will be subject to the same Defects Correction Period as the original Goods or Services, from the date the Supplier made good the Defect.

18 ANTI-CORRUPTION OBLIGATIONS

- 18.1 The Supplier represents, warrants and agrees that neither the Supplier, any of its related entities nor the Supplier's Personnel authorized, offered, promised or gave or will authorise, offer, promise or give anything of value to:
- (a) any:
 - (i) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity or public international organization;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above, (each, a "Government Official"), in order to influence official action relating to either, or both, the Company or this Purchase Order;
 - (b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust ("acting improperly") in relation to either, or both, the Company or this Purchase Order, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
 - (c) any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be offered, promised or given to:
 - (i) Government Official in order to influence or reward official action relating to either, or both, the Company or this Purchase Order; or
 - (ii) any person in order to influence or reward such person for acting improperly.

19 SUPPLIER TO MAINTAIN BOOKS AND RECORDS

- 19.1 The Supplier will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, this Purchase Order.
- 19.2 The Supplier will, upon request, permit the Company to audit and examine any books and financial records necessary for the verification of compliance with the Supplier's representations, warranties and undertakings under this Purchase Order.

20 LANGUAGE

If by Law the parties are required to translate this Purchase Order into another language, then to the extent permitted by Law, the English language text of this Purchase Order will prevail over any inconsistencies or differences of interpretation with any other language. In the event of any such inconsistency or difference, the parties must amend the text in any other language to remove the inconsistency or difference.

21 ASSIGNMENTS

No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon the Company until its written consent has been obtained.

22 SUBCONTRACTING

Supplier must not assign, transfer, charge, subcontract or otherwise deal with its rights or obligations under this Purchase Order without Company's prior written consent (which consent must not be unreasonably withheld). Company



may assign, transfer, novate or otherwise deal with any or all of Company's rights or obligations under this Purchase Order at any time to any Affiliate, any joint venture partners (to the extent there are any) or to any party that is financially capable of meeting Company's obligations under the Purchase Order. Supplier may delegate the performance of any of its duties, obligations and responsibilities hereunder to any subcontractor consented to by Company, but such delegation shall not relieve Supplier of any of its duties, obligations or responsibilities hereunder.

23 APPLICABLE LAW

This Purchase Order will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Court of Queen's Bench situated in the City of Calgary and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

24 ENTIRE AGREEMENT

This Purchase Order constitutes the entire agreement between the Parties with respect to the matters contemplated by this Purchase Order and supersedes, all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect thereto. To the extent any existing purchase orders, project agreements or like agreements between the Parties exist, such agreements will be deemed as separate agreements. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Purchase Order.

25 SURVIVAL

The Content of Article 1, Section 1.4 (Independent Contractor), Article 8 (Invoicing), Article 11 (Insurance), Article 14 (Termination), Article 14 (Confidential Information), Article 15 (Intellectual Property), Article 17 (Defects), Article 16 (Indemnification), and Article 23 (Applicable Law) and any other sections which by their nature ought to survive termination will survive termination of the Purchase Order, however and whenever occurring.

26 DEFINITIONS

26.1 In this Purchase Order (unless the context otherwise requires):

Applicable Anti-Corruption Laws means any anti-corruption Laws that are applicable to the Company, the Supplier or this Purchase Order, including Canada's Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act and the UK Bribery Act.

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Background IP means any intellectual property owned or licensed by a party which that party makes available, contributes, brings to or uses in connection with this Purchase Order.

Company means the entity named as such in this Purchase Order.

Confidential Information means the terms of this Purchase Order and the Company's information made available to the Supplier at any time in connection with this Purchase and the Goods and/or the Services, together with any information that concerns the business, operations, finances, plans or customers of the Company (or the Company's related entities) disclosed to or acquired by the Supplier (including any information that is derived from such information) whether before or after the date of this Purchase Order and whether in written, oral or visual form or in any other media, but does not include information which:

- (a) is or becomes public knowledge other than by a breach of this Purchase Order;
- (b) is in the Supplier's possession without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Supplier; or
- (c) has been independently developed by the Supplier or acquired from a source which was not subject to a duty of confidentiality to the Company.

Consumption Tax means value-added Tax, sales Tax, goods and services Tax or any Tax analogous thereto, but excludes any statutory late payment interest or penalties.

Supplier means the party or parties named as such in this Purchase Order.

Supplier Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of the Goods or the performance of the Services.



Defect means any aspect of the Goods or Services not in accordance with this Purchase Order, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods or Services.

Defects Correction Period means the period of 24 months from the date of delivery of the Goods and/or 12 months from the date on which a Service is last performed.

Delivery Date means the delivery date specified on the Purchase Order.

Delivery Point means the place for delivery of the Goods specified on this Purchase Order.

Force Majeure has the meaning set out in Section 9.

Goods means the goods, if any, specified as such in this Purchase Order (including any part of the goods specified).

International Commercial Term refer to INCOTERM 2010, they are internationally recognized standards and are used worldwide in international and domestic agreements for the sale of goods

Invoice means an invoice submitted by the Supplier in accordance with clause 8.1.

Law means all legislation including regulations, bylaws, orders, awards and proclamations with which a party is legally required to comply, together with all Authority requirements, guidelines, consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a party is legally required to comply.

Personnel means directors, employees, agents, Suppliers or subcontractors, but a reference to the Company's Personnel excludes the Supplier.

Price means the price or rates specified as such in this Purchase Order.

Project IP means all intellectual property created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of this Purchase Order.

Purchase Order means this purchase order for Goods and/or Services issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

Services means the services, if any, specified as such in this Purchase Order (including any part of the specified services and any ancillary services).

Site means the place described as such in this Purchase Order as the place for the use or storage of the Goods by the Company or for the performance of the Services.

Site Standards and Procedures means all the Company's standards, policies and procedures that are of general application at the Site in relation to matters concerning safety, health, the environment, industrial relations and personal conduct.

Specifications means the Technical Materials including Drawings and any other quality, description of the features, functionalities, use and/or results of the Goods and/or Services

Tax:

- (a) includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,
- (b) does not include Consumption Tax.

Technical Material means, to the extent it relates to the Goods, the models, software (including source code and object codeversions), information, design concepts, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, diagrams, charts, specifications, records, concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means.