

## GENERAL TERMS AND CONDITIONS

**1. APPLICABILITY:** These terms and conditions (“**GENERAL TERMS AND CONDITIONS**”) apply to each and every agreement, quote, purchase order, or the like (“**AGREEMENT**”), between Mammoet Canada Western Ltd. or Mammoet Canada Eastern Ltd. (“**MAMMOET**”) and its customer, client or contractor (“**CLIENT**”) in relation to the heavy lift, or transportation services or other services offered by MAMMOET performed partially or wholly within Canada (“**WORK**”). No terms, conditions, understandings, or agreements purporting to modify or vary these GENERAL TERMS AND CONDITIONS shall be binding unless hereafter made in writing and signed by the CLIENT and MAMMOET. In the event of any conflict between these GENERAL TERMS AND CONDITIONS, and any other terms and conditions, including the CLIENT’s purchase order terms and conditions, but excluding any SPECIAL CONDITIONS (as hereinafter defined) these GENERAL TERMS AND CONDITIONS shall control. These GENERAL TERMS AND CONDITIONS supersede all previous agreements, arrangements or understandings between the MAMMOET and the CLIENT, whether written or oral in connection with or related to the WORK.

**2. SPECIAL CONDITIONS:** If MAMMOET performs services of a specific nature, for which a type or version of services standard terms and conditions are customarily in use (“**SPECIAL CONDITIONS**”), then the provisions of the SPECIAL CONDITIONS will be applicable in addition to these GENERAL TERMS AND CONDITIONS so long as those SPECIAL CONDITIONS are specifically incorporated into the AGREEMENT between MAMMOET and CLIENT. The SPECIAL CONDITIONS shall be detailed in full in MAMMOET’s written quotation which applies to such WORK or, in the case of road transportation, the bill of lading which applies to the WORK or as otherwise set out in the AGREEMENT between MAMMOET and CLIENT. WORK specific SPECIAL CONDITIONS shall form part of all agreements involving marine transport or transport by rail and shall be set out in any AGREEMENT between MAMMOET and CLIENT relating to such WORK. Where the SPECIAL CONDITIONS and these GENERAL TERMS AND CONDITIONS are in conflict, the SPECIAL CONDITIONS shall control in respect of the WORK to which they are intended to apply.

**3. OFFER AND ACCEPTANCE:** Any quotation or other document to which these GENERAL TERMS AND CONDITIONS are attached, or into which these GENERAL TERMS AND CONDITIONS are incorporated, is issued subject to the express condition that such quotation may be accepted only on the terms and conditions contained in it. Furthermore, notwithstanding the delivery of a quote by MAMMOET or the acceptance of a quote by CLIENT, in no event whatsoever shall a binding agreement or contractual obligation come into force until MAMMOET has delivered a final written confirmation of such binding agreement or contractual obligation to CLIENT. All quotations provided by MAMMOET, including any brochures, pricelists or any other documents presented by MAMMOET in preparation of or prior to the conclusion of an Agreement, are without engagement or binding force or effect. Each quotation is based upon performance by MAMMOET under normal circumstances and during normal working hours, unless explicitly set out otherwise. Each quotation from MAMMOET relates solely to the WORK specified therein, and does not contain any allowance for additional work or services.

**4. PAYMENT TERMS:** Payment is due to MAMMOET within twenty (20) days of the date of the invoice rendered by MAMMOET. Failure to make any payment when due is a material breach of an AGREEMENT and will entitle MAMMOET, at its sole option, to suspend or terminate the AGREEMENT and the WORK. Interest will accrue on accounts overdue by thirty (30) days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest applicable, compounding annually. In the event of payment default by CLIENT, MAMMOET shall be entitled to recover, and CLIENT agrees to pay, all costs and expenses (including full legal expenses, both in and out of court) incurred by MAMMOET in respect of the collection of the amount

due. Unless otherwise noted, the fees in an AGREEMENT do not include any value added, sales, or other taxes that may be applied by any level of government on fees for services. Such taxes will be added to all invoices as applicable.

**5. AGREEMENT PRICE:** The price specified in a MAMMOET quotation is based upon performance under normal circumstances and under normal working conditions (the “**AGREEMENT PRICE**”). Unless otherwise stated, the AGREEMENT PRICE: (i) is only applicable to WORK performed by MAMMOET; (ii) is subject to availability at the time acceptance and written confirmation by MAMMOET of an AGREEMENT coming into force in regards to such quote; (iii) does not include applicable value added, sales, use or other taxes; (iv) is based on continuous operation with no delays or extensions caused by factors outside the control of MAMMOET, including, for clarity, any FORCE MAJEURE EVENT; (v) is subject to the provisions set out in these GENERAL TERMS AND CONDITIONS including, without limitation, paragraph 12 “Site Conditions”; (vi) does not include overtime rates, which shall be charged on weekdays, for any hours worked before 8:00 a.m. or after 4:00 p.m., and after 8 hours worked in any day; (vii) does not include overtime rates, which shall apply to all hours worked on weekends and/or holidays; and (viii) does not include charges for assembly/mobilization and disassembly/demobilization, which shall be charged at MAMMOET hourly rates. For WORK quoted on an hourly basis: (a) time shall be charged for all travel, set-up, breakdown, and entry and exit from portal to portal; and (b) a daily minimum, depending on the type of equipment deployed or supplied by MAMMOET (“**EQUIPMENT**”), shall be applicable. If the WORK performance period is extended and/or if the EQUIPMENT is used and/or the WORK is performed in excess of the normal working hours per day or per week, then the AGREEMENT PRICE will be increased as determined by MAMMOET in its sole discretion. If one or more elements of the AGREEMENT PRICE, upon which MAMMOET has no influence, becomes subject to an increase after the date of entering into the AGREEMENT, even if this occurs due to foreseeable circumstances, MAMMOET is entitled to a corresponding increase in the AGREEMENT PRICE as determined by MAMMOET at its sole discretion.

**6. EQUIPMENT IN CUSTODY OF CLIENT:** Any EQUIPMENT transferred to the care, control and custody of CLIENT as part of the WORK, is only to be used at the location specified and only for the WORK. No other use of the EQUIPMENT is permitted unless agreed to in writing by MAMMOET. CLIENT shall enter into a separate lease agreement concerning the EQUIPMENT on MAMMOET’S standard form. CLIENT recognizes that full title to, and property in, the EQUIPMENT is held by and shall at all times remain with MAMMOET and/or MAMMOET’S affiliates or suppliers. CLIENT is not in any way entitled to lease or sublease the EQUIPMENT or to grant any rights, of whatever nature, to or in the EQUIPMENT to any other person. CLIENT is responsible and liable to MAMMOET for any defects and damages caused to the EQUIPMENT while in the care, custody and control of CLIENT. CLIENT shall insure the EQUIPMENT against all risks and name MAMMOET as an additional insured and first loss payee on terms as required in the sole discretion of MAMMOET.

**7. PERSONNEL:** If personnel are provided by CLIENT to participate in, direct or assist in the completion of the WORK, CLIENT will ensure that the personnel it provides is fully qualified to discharge such role. CLIENT shall be fully responsible for all acts and omissions of such personnel, whether in CLIENT’S employment or not, and CLIENT shall fully indemnify and hold harmless MAMMOET from all losses and damages arising from the acts and omissions of such personnel. Nothing in any AGREEMENT, and nothing in the relationship between MAMMOET and CLIENT, constitutes or shall constitute an employment relationship between such party and the employees, contractors or agents of the other party.

**8. CHANGE AND VARIATION:** CLIENT may present requests for variations in the scope or period of execution of the WORK in writing to MAMMOET (a “**CHANGE REQUEST**”). No CHANGE REQUEST will

be binding upon MAMMOET unless accepted by MAMMOET in writing. MAMMOET shall not be obliged to accept any CHANGE REQUEST. MAMMOET will charge CLIENT additionally for any and all amendments, additions and/or extensions to the WORK as a result of a CHANGE REQUEST as determined in the sole discretion of MAMMOET. Failing an agreement in writing between CLIENT and MAMMOET on the price in regards to a CHANGE REQUEST, MAMMOET will be entitled to continue to perform its obligations pursuant to the terms of the original AGREEMENT, or the CLIENT may terminate the AGREEMENT pursuant to the terms set out in Section 14 herein.

**9. INSURANCE:** MAMMOET maintains commercial general liability and standard automobile liability insurance with limits deemed appropriate by MAMMOET. In addition to the insurance required pursuant to Section 6, CLIENT undertakes to insure, at its sole expense, against all risks, all property owned by the CLIENT or third parties that are transported or lifted as part of the WORK, against any loss or damage sustained during the performance of the WORK, for an amount equal to their value. In addition, CLIENT shall procure and have in place the following insurance coverages: (a) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; (b) excess/umbrella non-contributory insurance in the amount of at least \$5,000,000 and CLIENT's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of MAMMOET's insurance policies and MAMMOET's policies are excess to CLIENT's policies; (c) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the EQUIPMENT, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; (d) all policies are to be written by insurance companies acceptable to MAMMOET; (e) MAMMOET and all affiliated partnerships, joint ventures, corporations and anyone else who MAMMOET is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies, CLIENT shall name MAMMOET as a Loss Payee on all insurance policies and shall contain a waiver of subrogation in favour of MAMMOET, and CLIENT shall provide all insurance certificates to MAMMOET when requested; (f) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insureds prior to cancellation; and (g) all of MAMMOET's policies, and the policies of anyone MAMMOET is required to insure are excess over all of CLIENT's policies. In the event of loss, proceeds of property damage insurance on the EQUIPMENT shall be made payable to MAMMOET. CLIENT's agreements to indemnify and hold MAMMOET harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that MAMMOET may perform under an AGREEMENT without CLIENT obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of MAMMOET's right to maintain any breach of contract action against CLIENT. CLIENT hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. CLIENT understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to an AGREEMENT. CLIENT shall, upon request, supply to MAMMOET a certificate of insurance as proof of the existence of policies required to be carried in accordance with the provisions of an AGREEMENT. CLIENT shall promptly notify the applicable insurance provider and MAMMOET if and when CLIENT receives a demand or a claim from a third party.

**10. INDEMNITY:** To the fullest extent permitted by law, CLIENT agrees to indemnify and save MAMMOET, its employees and agents, harmless from all claims for death, injury to persons, including

MAMMOET's employees and/or agents, of all loss, damage or injury to property, including the EQUIPMENT, arising in any manner out of CLIENT's operation of the EQUIPMENT. Moreover, to the fullest extent permitted by law, CLIENT agrees to indemnify and save MAMMOET, its employees and agents, harmless from all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the negligence of CLIENT and the negligence of CLIENT's employees and/or agents. In addition, to the fullest extent permitted by law, CLIENT agrees to indemnify and save MAMMOET, its employees and agents, harmless from all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the breach of CLIENT's obligations under an AGREEMENT. CLIENT's duty to indemnify hereunder shall include all costs and expenses arising out of all claims specified herein. CLIENT's obligations hereunder shall not be limited by the amount of any insurance that may be available to CLIENT. Furthermore, CLIENT hereby undertakes to indemnify and save MAMMOET harmless from any and all actions, suits, proceedings, costs, expenses, damages and liabilities including outside legal fees and costs of settlement arising out of, connected with, or resulting from EQUIPMENT being on the worksite or adjacent properties in connection with the WORK. This waiver and indemnity applies to all property including but not limited to roadways, parking lots, lawns, grass, sidewalks, driveways, sprinkler systems, culverts, curbs, sewers, water, hydro or gas lines, hidden services or underground structures, trees, bushes, gardens or any other items. This also includes property access from public roadways. CLIENT agrees to indemnify MAMMOET and hold it harmless from any liability for physical damage or bodily injury either caused by or sustained by objects owned by CLIENT or third parties that are transported or lifted during performance of the WORK, and to defend MAMMOET against any legal action including, but not limited to, any suit seeking damages on account of pollution resulting from spill, discharge, emission or dispersal of any solid or liquid or gaseous substance into the atmosphere, water, ground, water mains, drainage systems or any other place, and CLIENT shall pay any and all legal, clean up, environmental remediation or other costs resulting from such occurrences. This waiver and indemnity by CLIENT in favour of MAMMOET does not and will not expire.

**11. LIMITATION OF LIABILITY:** CLIENT hereby releases MAMMOET from any liability and agrees to defend, indemnify and hold MAMMOET harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the WORK, excepting liability arising from the sole negligence of MAMMOET. It is further agreed that the total amount of all claims the CLIENT may have against MAMMOET under an AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of the AGREEMENT PRICE or the value of insurance proceeds specifically available in regards to the specific claim, not including any insurance deductible(s). Notwithstanding the provisions of any applicable laws in regards to limitation periods, no claim may be brought against MAMMOET by CLIENT following the passage of one (1) year following the performance of the WORK. Under no circumstance shall MAMMOET have any liability whatsoever to CLIENT or any other person for any indirect, incidental, special or consequential loss, injury or damage sustained by the CLIENT or any other person whatsoever, including but not limited to claims for loss of use, loss of profits and/or loss of markets, however caused, even if MAMMOET had previously been advised or made aware of the possibility of these damages.

**12. SITE CONDITIONS:** CLIENT shall be responsible for identifying any unusual site conditions such as but not limited to, hidden services and underground structures that could be damaged during the course of the WORK. CLIENT guarantees the strength of the ground,

pavement, soil, and any structure on the worksite and in the area, to withstand the ground bearing pressures of MAMMOET EQUIPMENT. MAMMOET assumes no, and expressly disclaims any, responsibility for damage to roadways, parking lots, sidewalks, landscaping, curbs etc., howsoever caused. CLIENT hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the EQUIPMENT is to be stored, parked or operated. CLIENT shall perform, or have performed, all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the EQUIPMENT while in operation or otherwise. If the ground or soil condition is such that it cannot support the EQUIPMENT, CLIENT shall take all necessary measures to ensure that these conditions are remedied prior to the EQUIPMENT being placed on that ground or soil. If the worksite is inadequate to provide clear passage to, or to support the operation of, EQUIPMENT, or if the subsurface conditions necessitate reinforcement and/or relocation of facilities and/or services, all such WORK and the co-ordination of same required to permit the WORK to proceed in a timely manner shall be the sole responsibility of, and at the expense of, CLIENT. If additional towing or pushing of MAMMOET EQUIPMENT is required because of site conditions, any costs incurred will be charged to CLIENT. Any damages incurred to property or equipment (including MAMMOET's EQUIPMENT) as a result of towing or pushing will be charged to CLIENT. CLIENT is responsible for providing overall worksite safety. CLIENT is responsible for providing safe ingress and egress for the EQUIPMENT and appropriate worksite clearance and access as necessary for MAMMOET's performance of the WORK, including but not limited to appropriate staging area for EQUIPMENT mobilization and demobilization. CLIENT shall provide a clear, level and adequately compacted area and is responsible for the sub-grade. CLIENT will determine set up location and provide plating, mats or a re-compacted work area as necessary. All power lines in the work area shall be identified by CLIENT prior to the WORK beginning. CLIENT shall not expose the EQUIPMENT or any persons in or around such EQUIPMENT to the danger of energized power lines. CLIENT shall protect the EQUIPMENT and persons in or around the EQUIPMENT from the danger of power lines. CLIENT shall be solely responsible for costs and/or damages caused by or arising out of delays to the WORK due to inadequate worksite conditions. CLIENT acknowledges that the EQUIPMENT may exceed the maximum weight allowance for certain improved surface areas at a worksite and agrees that CLIENT shall be responsible for and shall fully indemnify and hold MAMMOET harmless from any resulting damage arising out of or relating thereto, including but not limited to damage to the EQUIPMENT, parking areas, docks, piers, wharfs, jetties, road surfaces, underground installations and structures, and aboveground installations and structures.

**13. WEIGHTS AND DIMENSIONS:** CLIENT specifically acknowledges and agrees that it is responsible for providing the weight and dimensions of any objects to be lifted and/or moved by MAMMOET and is responsible for any and all failures and claims arising from or related to the weight and dimensions of the objects. CLIENT understands and undertakes that the weights and dimensions given to MAMMOET, and its employees, whether for estimating, dispatching, sales or operating personnel will be true and accurate and accepts all responsibility and liability for any actions and operations performed by MAMMOET, its employees, operators or sub rental operators based on the weights and dimensions provided by the CLIENT. CLIENT shall fully indemnify and hold harmless MAMMOET for all costs and expenses incurred by MAMMOET in regards to incorrect weights and dimensions provided to MAMMOET by CLIENT. Where supplied by CLIENT, CLIENT shall be responsible for the adequacy of design and strength of any lifting lug or devise which is part of, or attached to any object, and for any and all rigging and lifting apparatus failures or defects, including without limitation the negligent use or negligent supervision of use by CLIENT of rigging or lifting apparatus. All rigging equipment provided by CLIENT must be inspected by CLIENT to insure that it is undamaged and in good condition and is within the manufacturer's recommendations and load limitations. Any rigging assistance or material provided, including but not limited to chokers, shackles, slings, fittings or any other rigging equipment that may be

loaned to CLIENT by MAMMOET shall be used and accepted by CLIENT at its sole risk and responsibility. CLIENT shall accept all risk and be responsible to pay for any damage or injury caused by improper or failed rigging provided by CLIENT or loaned to CLIENT, including without limitation damage to MAMMOET or any sub rental personnel, property, rigging or equipment.

**14. SUSPENSION AND TERMINATION:** MAMMOET may suspend its performance, or part thereof, under an AGREEMENT if the CLIENT has not fulfilled all of its obligations under an AGREEMENT in a timely manner, or has ceased to fulfill all of its obligations under an AGREEMENT, including payment of any amount due and supplying of such advance payment and/or security as requested by MAMMOET, and/or otherwise if an EVENT OF DEFAULT exists or is anticipated by MAMMOET to come into existence, acting reasonably. An "EVENT OF DEFAULT" shall mean an event where any one or more of the following occurs, or MAMMOET reasonably anticipates same occurring: (i) CLIENT fails to make any payment required under any AGREEMENT between MAMMOET and CLIENT when due; (ii) CLIENT fails to properly supervise, where applicable, the operation of the EQUIPMENT; (iii) CLIENT fails to observe or perform any other covenant or requirement or obligation contained in an AGREEMENT; (iv) CLIENT attempts to sell, transfer or encumber the EQUIPMENT; (v) a voluntary or involuntary proceeding is instituted in any court of competent jurisdiction, seeking a decree or order: (a) for relief in respect of CLIENT under any applicable bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or other similar law; (b) for the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official of Customer or its property, and/ or (c) for the winding up or liquidation of the CLIENT's affairs; and/or; (vi) CLIENT generally fails to pay its debts as they come due. In the event an EVENT OF DEFAULT arises, MAMMOET shall be entitled to enter, with or without legal process, any premises where the EQUIPMENT is located and take possession thereof. CLIENT shall provide MAMMOET with unobstructed ingress and egress for such purpose. Furthermore, CLIENT shall immediately pay to MAMMOET the AGREEMENT PRICE, all costs of removal and repossession of the EQUIPMENT, and all mobilization and demobilization costs. CLIENT shall also pay MAMMOET all costs incurred by MAMMOET, including court costs and legal fees, in connection with any efforts to collect any unpaid amounts due from CLIENT. In addition to the rights set forth herein, MAMMOET shall be entitled to exercise all other rights and remedies under applicable law and/or equity. The remedies provided for herein shall not be deemed exclusive, but shall be cumulative, and the exercise of any one such remedy shall not prevent MAMMOET from also exercising any and all other remedies available to it in these GENERAL TERMS AND CONDITIONS, in an AGREEMENT or otherwise at law or in equity. In case of suspension of the performance by MAMMOET in accordance with this section, the AGREEMENT PRICE will, for the period of suspension and/or for delays and extensions due to the suspension, be increased in proportion to the period of time of the suspension as determined by MAMMOET at its sole discretion. MAMMOET will be entitled to cancel and/or terminate an AGREEMENT with immediate effect, without having to take the matter to court or arbitration, and without being obliged to pay any compensation to the CLIENT, if there exists an EVENT OF DEFAULT or an EVENT OF DEFAULT is anticipated by MAMMOET to come into existence, acting reasonably. CLIENT shall not be entitled to terminate an AGREEMENT unless the commencement or continuation of the performance by MAMMOET is delayed, due to circumstances for which MAMMOET is responsible, for a period greater than sixty (60) days (a "MAMMOET DELAY"). Either MAMMOET or the CLIENT may terminate an AGREEMENT in the event of a permanent FORCE MAJEURE EVENT or a temporary FORCE MAJEURE EVENT that lasts for a period greater than sixty (60) consecutive days. Such notice may only be given after the FORCE MAJEURE EVENT has continued for at least sixty (60) consecutive days. In the event that the CLIENT cancels or terminates an AGREEMENT at any time, for any reason but for a FORCE MAJEURE EVENT or but for a MAMMOET DELAY, or in the event that MAMMOET cancels and/or terminates an AGREEMENT due to an

EVENT OF DEFAULT of CLIENT, CLIENT will be fully liable to MAMMOET for the AGREEMENT PRICE and any other costs incurred by MAMMOET in regards to such termination including, without limitation, mobilization and demobilization costs. In the event that either MAMMOET or CLIENT shall terminate an AGREEMENT by reason of a FORCE MAJEURE EVENT or the CLIENT shall terminate an AGREEMENT by reason of a MAMMOET DELAY, then the CLIENT shall be required to pay MAMMOET for the price of the services provided to CLIENT up to the date of the termination of the AGREEMENT plus any associated costs incurred by MAMMOET including, without limitation, costs arising from such delay and mobilization and demobilization costs.

**15. SUSPENSION BY MAMMOET FOR SAFETY:** MAMMOET's EQUIPMENT and personnel shall at all times be operated in accordance with the applicable occupational health and safety laws and regulations, with MAMMOET's own health and safety guidelines and policies, and within the manufactures' lift charts and operating manuals. MAMMOET reserves the right to suspend the use or operation of any of the EQUIPMENT if the MAMMOET operator or any other MAMMOET personnel judges at its sole discretion that it is appropriate to do so for any reasons of safety of persons or for the protection of the EQUIPMENT or property, and in no event shall the CLIENT be entitled to claim damages as against MAMMOET or any other person in regards to any losses arising due to such suspension. If the performance of an AGREEMENT by MAMMOET is delayed, halted or terminated due to unsuitability or instability of the EQUIPMENT, breakdown, mechanical defect, accident or any other cause beyond the control of MAMMOET, MAMMOET will not be liable for, nor will the CLIENT be entitled to claim, any losses or damages against MAMMOET whatsoever.

**16. DELAY:** In the event that the commencement or continuation of the WORK, or the returning of the EQUIPMENT to MAMMOET, is delayed due to circumstances or reasons for which MAMMOET is not responsible, including, without limitation, by reason of a FORCE MAJEURE EVENT, the AGREEMENT PRICE will be increased as determined by MAMMOET at its sole discretion, acting reasonably. Furthermore, in the event that the commencement or continuation of the WORK, or the returning of the EQUIPMENT to MAMMOET, is delayed due to circumstances or reasons for which MAMMOET is not responsible, including, without limitation, by reason of a FORCE MAJEURE EVENT, CLIENT shall pay MAMMOET a delay charge to be set out in each AGREEMENT and which CLIENT acknowledges and agrees shall be a genuine pre-estimate of damages for the delay. In the event that the starting or continuation of the WORK is delayed by reason of a MAMMOET DELAY, the CLIENT will have no other remedy than termination of the AGREEMENT in accordance with Section 14 of these GENERAL TERMS AND CONDITIONS, unless specific delay compensation has been agreed upon in writing between CLIENT and MAMMOET.

**17. FORCE MAJEURE:** A "FORCE MAJEURE EVENT" shall constitute circumstances, conditions and/or events, which are beyond the control of either MAMMOET or CLIENT, occurring in the absence of any fault of negligence of either MAMMOET or CLIENT and which cannot be avoided or prevented through the adoption of reasonable measures, which temporarily or permanently prevent the performance of any obligation (with the exception of payment obligations) under an AGREEMENT, such as strikes and labour disturbances, mutinies, quarantines, epidemics, wars (whether declared or undeclared), acts of terrorism, blockades, embargo's, riots, civil disturbances, civil wars, civil conflicts, fires, storms and/or other weather conditions and/or other acts of nature. In the event that the performance of obligations under an AGREEMENT is temporarily prevented due to a FORCE MAJEURE EVENT, except as otherwise set out in this Section 17, the FORCE MAJEURE EVENT will only have the effect of deferring the performance of those obligations (excluding any payment obligations), and shall not serve as an excuse for terminating the Agreement. The CLIENT shall be required to pay MAMMOET for the price of the services provided to CLIENT up to the temporary FORCE MAJEURE

EVENT any costs incurred by MAMMOET during the temporary FORCE MAJEURE EVENT including, without limitation, mobilization and demobilization costs. In the event that the performance of obligations under an AGREEMENT is permanently prevented due to a FORCE MAJEURE EVENT, or is temporarily prevented due to a FORCE MAJEURE EVENT for a period that lasts greater than sixty (60) consecutive days, then MAMMOET or CLIENT shall be entitled to terminate the Agreement in accordance with the provisions set out in Section 14 of these GENERAL TERMS AND CONDITIONS.

**18. INTELLECTUAL PROPERTY RIGHTS:** All intellectual property rights to drawings, technical specifications, designs, calculations, models, etc. which have been produced by MAMMOET and have been provided to CLIENT, shall at all times remain vested in and owned by MAMMOET. These documents shall not be copied, displayed or provided to third parties without the prior written express approval of MAMMOET. Any document produced by MAMMOET in relation to an AGREEMENT or WORK is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of MAMMOET, which may be withheld at MAMMOET's discretion. Any such consent will provide no greater rights to the third party than those held by CLIENT under these GENERAL TERMS AND CONDITIONS, and will only be authorized pursuant to the conditions of a separate letter issued by MAMMOET.

**19. MISCELLANEOUS:** (a) **Severability.** If any provision of these GENERAL TERMS AND CONDITIONS or an AGREEMENT is/are held to be invalid or illegal by a Court of competent jurisdiction, the invalid or illegal term will be deemed excluded from these GENERAL TERMS AND CONDITIONS or an AGREEMENT and will not invalidate the remaining terms of these GENERAL TERMS AND CONDITIONS or an AGREEMENT. (b) **Property of MAMMOET.** All EQUIPMENT shall remain personal property of, and title thereto shall remain vested with, MAMMOET or its assignee exclusively. Any attachments, accessions, replacement parts, repairs or additions to the EQUIPMENT shall automatically become MAMMOET's property. Nothing in these GENERAL TERMS AND CONDITIONS or an AGREEMENT shall be deemed to have the effect of conferring any right or title whatsoever in or to the EQUIPMENT upon or to CLIENT. CLIENT shall keep the EQUIPMENT free from any and all liens, encumbrances and claims whatsoever, and shall not do or permit any act which may encumber or impair MAMMOET's title or rights in the EQUIPMENT. (c) **No Waiver.** MAMMOET's failure at any time to require strict performance by CLIENT of any of the provisions of these GENERAL TERMS AND CONDITIONS or an AGREEMENT shall not waive MAMMOET's right to demand strict compliance therewith or with any other provision hereof; and no single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. (d) **Notices.** Any notices hereunder shall be in writing and addressed to the party to be notified at the address provided, and shall be deemed validly given (i) three (3) days following deposit with Canada Post by registered mail, or (ii) the next Business Day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement satisfactory with such carrier, made for the payment thereof, or (iii) upon receipt of notice given by facsimile, or personal delivery. (e) **Choice of Law and Venue.** These GENERAL TERMS AND CONDITIONS, and any AGREEMENT to which they are attached shall be governed by, and construed and enforced in accordance with, the laws of the Province where the WORK is to be performed, excluding such jurisdiction's conflict of laws provisions. Where WORK is to be performed in multiple jurisdictions under a single AGREEMENT, the law of the jurisdiction where a majority of such WORK, by value, is to be performed shall govern. (f) **Authorized Party.** In the event an AGREEMENT has been executed by an individual on behalf of a corporation or other business entity, the person whose signature is affixed on the AGREEMENT and the company for which the individual has signed an AGREEMENT represent to MAMMOET that the individual signing has full authority to execute an AGREEMENT on behalf of said corporation or other business entity.