

## Canada Pipe Company, ULC Terms and Conditions of Purchase – (Not QC)

- 1. ENTIRE AGREEMENT:** Canada Pipe Company, ULC (“Canada Pipe”) may agree from time to time to purchase Goods and/or Services from Supplier. These Terms and Conditions of Purchase, any applicable order for Goods and/or Services from Canada Pipe (“Order”), and any other of Canada Pipe’s specifications constitute the entire agreement between the parties with respect to Goods and Services (collectively, “Agreement”). No other terms of Supplier, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Order will be binding on either party until agreed in writing by such party’s authorized representative. Supplier may not rely on any representation, promise, or term not set forth in this Agreement and Canada Pipe expressly objects to and rejects all terms not contained in this Agreement. Canada Pipe’s acceptance of any Order, oral or written, is based on the express condition that Supplier agrees to all terms and conditions of this Agreement, including these Terms and Conditions of Purchase. Supplier’s acknowledgment of this Agreement, the delivery of Goods, performance of Services referenced herein, or presentation of an invoice by Supplier will constitute Supplier’s acceptance of this Agreement.
- 2. COVERAGE OF AGREEMENT:** This Agreement will govern and control all Goods and Services provided by Supplier to Canada Pipe, now or in the future, regardless of whether performed under written Orders issued by Canada Pipe, other written agreements signed by the parties, and/or verbal requests issued by Canada Pipe, and will remain in effect until either party gives the other party at least sixty (60) days’ advance written notice of termination. Each party agrees that this Agreement will also govern all sales of Goods and provision of Services to any subsidiary, affiliate, or division of Canada Pipe Company, ULC, in which case such subsidiary, affiliate, or division will be the “Canada Pipe” under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate, or division). The term “Canada Pipe” also includes Canada Pipe’s employees, agents, officers, directors, successors, and assigns. The term “Supplier” refers to the vendor or contractor providing Goods and Services to Canada Pipe, and its employees, agents, subcontractors, suppliers, and all other persons performing Services or supplying Goods on Supplier’s behalf. The terms “Goods” or “Services” whether used together or separately and wherever appearing in this Agreement mean (i) all products, supplies, materials, processes, and/or equipment and/or (ii) all services, work, and labour of any kind provided or performed by Supplier under this Agreement.
- 3. PRICE; PAYMENT; TAXES; DELIVERY; INSPECTION:** The cost of Goods and Services performed by Supplier and payment terms will be specifically stated in the applicable Order, except that Canada Pipe will receive the benefit of any price declines to actual time of shipment. Supplier will pay all contributions, taxes, and premiums payable under federal, provincial, and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, as well as all excise and value-added, transportation, occupational, and other taxes applicable to receipts under this Agreement, and on all Goods and Services provided. Unless otherwise stated in the applicable Order, Goods will be shipped DAP (Delivered at Place) (per Incoterms® 2020). Title will pass to Canada Pipe on delivery to Canada Pipe’s specified end destination on Canada Pipe’s shipping date AND acceptance by Canada Pipe. Supplier will inspect and test all Goods prior to shipment. Notwithstanding any other inspection, testing, or prior payment, all Goods and Services will be subject to inspection and approval by Canada Pipe within a reasonable time after delivery to ensure compliance with plans and specifications, but such approval will not relieve Supplier of its duty to ensure proper performance of Services, for which it is solely responsible. Canada Pipe’s right to perform inspections will not constitute a reservation by Canada Pipe of the right to control Supplier’s work. Canada Pipe reserves the right to reject and refuse any Goods and Services that do not comply with the terms of this Agreement or Canada Pipe’s specifications.
- 4. SUPPLIER’S RESPONSIBILITIES: TIME IS OF THE ESSENCE IN THIS AGREEMENT.** Supplier will: (a) perform Services diligently and complete Services and deliver Goods in accordance with the provisions of this Agreement; and (b) provide all accessories or parts required for Canada Pipe’s use of any Goods at no additional charge. If Supplier is performing Services on Canada Pipe’s property, Supplier will (c) maintain the jobsite free of waste material and rubbish and clear the jobsite on completion of contracted Services; (d) provide all necessary safeguards for protection and maintenance of Services performed; and (e) repair and restore or replace (at Canada Pipe’s option) any real or personal property belonging to Canada Pipe which Supplier may damage or destroy while performing Services. Supplier performs Services at its OWN RISK. The safety of all persons employed by Supplier, and/or any other person who enters Canada Pipe’s premises for reasons relating to Services, will be solely Supplier’s responsibility. Supplier will enforce strict discipline and maintain good order among its employees and will not employ any unfit person or anyone not skilled in Services assigned to him/her. Supplier will take all reasonable measures and precautions for the safety of its employees and subcontractors to prevent injuries to any person who enters Canada Pipe’s premises and will comply with all applicable provisions of federal, provincial and local occupational health and safety laws and regulations. Such measures and precautions include, but are not limited to, utilizing all safeguards and warnings necessary to protect against any conditions on Canada Pipe’s premises. Supplier will confine all equipment and its personnel to that area of Canada Pipe’s premises where Services are to be performed and to any other area which Canada Pipe may permit Supplier to use. In accordance with all applicable occupational health and safety and environmental laws and regulations, Supplier will provide its employees a place of employment free from recognized hazards that cause or may cause death or serious physical harm to its employees and will comply with all pertinent standards issued under applicable occupational health and safety laws and regulations. Supplier specifically understands that these duties are Supplier’s exclusive responsibility; Canada Pipe has no responsibility to ensure that Supplier provides a safe working environment and/or complies with occupational safety and health laws and regulations. Canada Pipe will maintain Safety Data Sheets to the extent required by applicable laws and regulations and will have them available in its engineering and/or personnel office for inspection and copying by Supplier. Supplier is responsible for inspecting and complying with Safety Data Sheets requirements

and for making all other necessary inquiries or investigations to ensure a safe workplace. Supplier will inform its employees of, and require their compliance with, Canada Pipe's emergency response plan.

**5. CHANGES AND EXTRAS:** Canada Pipe reserves the right to make changes to Services or Goods by written request to Supplier. Before proceeding with any Services involving possible claims for extra compensation, Supplier will submit in writing to Canada Pipe a detailed proposal related to the projected increase or decrease caused by such contemplated change and secure from Canada Pipe a written document describing the changes and fixing Supplier's compensation therefor. If the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Canada Pipe may, in its sole discretion, order Supplier to proceed under protest in accordance with Canada Pipe's interpretation of the matter in dispute. The parties will then continue to negotiate an agreement on the changes. Supplier will not make any changes in Goods or Services (regardless of net cost effect) without Canada Pipe's prior written consent.

**6. INDEMNITY:** Supplier must, to the fullest extent permitted by applicable law, indemnify, defend, and hold Canada Pipe harmless from and against all claims, losses, suits, damages, liabilities, settlements, expenses, and costs (including but not limited to reasonable attorneys' fees on a solicitor-client basis and other costs of litigation) that directly or indirectly arise from or relate to (a) breach or violation of any term of this Agreement, including any warranty or guarantee; (b) sickness, disease, death, or injury ("Injuries") to any person, including but not limited to Injuries that result concurrently from Canada Pipe's negligence; and (c) injury to property (including loss of use) of Canada Pipe or others arising out of or connected with Goods or performance of Services, including but not limited to those that result concurrently from Canada Pipe's negligence; provided, however, that Supplier will have no obligation to indemnify Canada Pipe for claims or losses described in clause (b) and/or (c) above that arise solely from Canada Pipe's negligence or intentional misconduct. Supplier may not make any admissions or enter any settlements without Canada Pipe's prior written consent. The parties will reasonably cooperate in the defense of claims under this Section. Canada Pipe reserves the right to provide counsel of its own choosing at its own expense. Supplier warrants that any Goods and processes purchased under this Agreement, and the sale and/or use thereof, will not infringe any third-party intellectual property rights, including Canadian-issued patents or registered industrial designs (collectively the "IP Rights"). Supplier must defend and indemnify Canada Pipe, to the fullest extent permitted by applicable law, from and against all claims, damages, actions, or causes of action at law or in equity, including but not limited to all expenses and reasonable attorneys' fees on a solicitor-client basis, incident to any infringement or claimed infringement of any IP Rights, and/or license(s) arising from use or sale of Goods or performance of Services. If Supplier provides any Goods or process to be used by Canada Pipe after Supplier's completion of Services, Supplier will, at no expense to Canada Pipe, provide to Canada Pipe on final payment a paid-up, irrevocable, royalty-free, nonexclusive license to operate said Goods and/or perform said processes. If Supplier is unable to secure such license, Supplier will, at no expense to Canada Pipe, modify the Goods to render them non-infringing or remove the Goods and replace them with Goods which will not infringe any licenses or IP Rights, provided they continue to meet the specifications of this Agreement.

**7. INSURANCE:** Supplier will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an "occurrence" policy form) with insurance companies and in amounts satisfactory to Canada Pipe in its sole discretion insuring: (a) Supplier's indemnity obligations under this Agreement and Injuries sustained by Supplier's employees or employees of its subcontractors as required by law; and (c) Supplier's and/or Canada Pipe's liability for property damage or Injuries sustained by any person, including Supplier's employees, which was in any manner caused by, arising from, or related to Goods or Services performed by Supplier and/or the condition of Canada Pipe's land, buildings, equipment, or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or part by Canada Pipe's conduct. Before performing any Services, Supplier will furnish certificates of insurance in the standard ACORD or similar form showing "Canada Pipe Company, ULC, its divisions and subsidiaries" as certificate holder and including a: (i) statement that notice of cancellation will be provided in accordance with insurance policy provisions; (ii) statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Goods or Services; and (iii) waiver of all rights of subrogation against the certificate holder. Policies maintained under this Section will be primary, not excess or contributory, to any other applicable policies Canada Pipe might have. The insurance required by this Section will not limit Supplier's liability to Canada Pipe under this Agreement or limit the rights or remedies available to Canada Pipe at law or in equity.

**8. WARRANTIES AND GUARANTEES:** Supplier warrants that it has clear title to all Goods provided and that they are free of all liens, encumbrances, prior claims and security interests. Unless Canada Pipe specifies otherwise in writing, all Goods provided by Supplier will be new. In addition to all warranties prescribed by law or given by Supplier, all Goods and Services (including any approved samples) will be of good quality, conform to the requirements of this Agreement and Canada Pipe's specifications, descriptions, and drawings, be merchantable and fit for Canada Pipe's intended use, and be free from defects in design, material, and workmanship. All Services provided by Supplier will be performed by appropriately qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. If Supplier encounters unknown or latent conditions which could impair the performance or quality of Goods or Services, Supplier will give immediate notice of the nature of such condition to Canada Pipe. Supplier will obtain from subcontractors and vendors, for Canada Pipe's benefit, all available warranties, guarantees and assignments of rights with respect to design, materials, workmanship, equipment, and supplies provided. If a subcontractor or vendor seeks to defend on grounds that

Supplier committed error, Canada Pipe may enforce this warranty against Supplier and Supplier will resolve all such issues with the subcontractor/vendor. This warranty will survive Canada Pipe's acceptance of Goods or Services.

**9. DEFAULT; REMEDIES:** Each of the following constitutes an event of "Default" by Supplier: (a) failure to complete Services or deliver Goods within the time or with the quality specified or guaranteed in this Agreement; (b) failure to comply with any provisions of this Agreement including breach of any warranty or guarantee; or (c) adjudication of Supplier as bankrupt, Supplier making a general assignment for benefit of creditors, or appointment of a receiver on account of Supplier's insolvency. Upon Supplier's Default, Canada Pipe may immediately, in addition to any other right or remedy it may have at law or in equity: (i) terminate the relationship and/or any pending Orders with Supplier and obtain a return of all money already paid to Supplier for Goods and Services not yet provided, or, at its sole option and without liability to Supplier, suspend Services or delivery of Goods and/or exclude Supplier from Canada Pipe's premises until Supplier provides satisfactory evidence that such Default has been cured; (ii) take possession of any of Canada Pipe's samples and materials held by Supplier; (iii) finish Services or correct any non-conformity at Supplier's expense by whatever method Canada Pipe deems expedient; (iv) reject, repair, or replace non-conforming Goods or Services or procure same or similar Goods or Services from another source, in which case Supplier will be liable to Canada Pipe for any additional costs or expenses incurred by Canada Pipe; or (v) require Supplier to correct or cure any non-conformity at Supplier's expense. Supplier agrees to cooperate with Canada Pipe in any way reasonably required to complete Services or purchase replacement Goods. In such case, Canada Pipe will pay for that portion of Services previously completed by Supplier, subject to the terms and provisions above. In addition to its other remedies, Canada Pipe will have a right of set-off and may withhold from time to time out of monies due Supplier, amounts sufficient to fully compensate Canada Pipe for any loss or damage resulting from any Default or breach by Supplier. As an alternative, Canada Pipe may, in its sole discretion, extend the delivery or completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Canada Pipe's authorized representative. Canada Pipe will have the right at any time to require adequate assurances of Supplier's performance. In addition, Canada Pipe reserves all other rights and remedies available to it at law or in equity, with the exception that pursuant to section 22(5) of the Limitations Act (Ontario), the parties agree that the limitation period provided in the Limitations Act (Ontario) allowing proceedings based on claims made up to the fifteenth anniversary of the day on which the act or omission on which the claim is based took place is shortened and, for purposes of this Agreement, neither party may bring any claims of any nature against the other, whether based on contract, tort, strict liability, or otherwise, more than six (6) years after delivery of Goods to Canada Pipe. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its reasonable attorneys' fees on a solicitor-client basis, expenses, and other costs of litigation.

**10. LIENS:** Subject to Canada Pipe's payment as provided in this Agreement, Supplier will pay, satisfy, and discharge all construction and other liens, and all claims, obligations, and liabilities which may be asserted against Canada Pipe or its property by reason, or as a result, of Supplier's acts or omissions in providing Goods or performance of Services governed or controlled by this Agreement.

**11. LABOUR RELATIONS:** Supplier will promptly make all reasonable efforts to prevent or resolve any strikes or other labour disputes among its employees or employees of its subcontractors. If a labour dispute occurs, Supplier will take all reasonable actions to minimize any disruption of performance of Services. Supplier will immediately advise Canada Pipe in writing of any possible labour dispute which may affect performance of Services.

**12. COMPLIANCE WITH LAWS:** In the performance of this Agreement, Supplier will comply with all applicable federal, provincial and local laws, codes, regulations, and ordinances, including but not limited to all applicable: (a) occupational health and safety laws; (b) environmental laws; (c) international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act (as amended), the United Kingdom Bribery Act; (d) laws and regulations addressing human trafficking and slavery; and (e) equal employment opportunity laws, regulations, and requirements and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age, or sex in any term or condition of employment, which are incorporated herein by this reference. Supplier will take reasonable measures to ensure that those who supply components or materials incorporated into Goods supplied to Canada Pipe also comply with such laws and regulations. Supplier will obtain, at its sole expense, all necessary permits and licenses before beginning Services and make copies of all such permits and licenses available to Canada Pipe upon request. If Services involve or require Supplier to transport or dispose of any material or waste, before beginning Services, Supplier will provide Canada Pipe with copies of all applicable or required permits and licenses and notify Canada Pipe in writing of the final and any interim destination of material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste.

**13. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION:** This Agreement and all rights and obligations hereunder will be governed by and construed and enforced in accordance with, the laws of the province of Ontario, Canada, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims, and controversies ("Disputes") between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be finally resolved by binding arbitration in accordance

with the Arbitration Act (Ontario) and the National Arbitration Rules of the ADR Institute of Canada, Inc. (the “Institute”). Disputes will be arbitrated in Toronto, Ontario, Canada in the English language. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The Dispute will be arbitrated before three (3) arbitrators. In accordance with the National Arbitration Rules of the Institute, each party will appoint an arbitrator and the two (2) arbitrators will jointly appoint the third arbitrator who will act as chair of the tribunal. If a party fails to make a required appointment, or the arbitrators appointed by the parties are unable to agree on appointment of a third arbitrator, then a party may request the Institute to make the required appointment. Notwithstanding the foregoing, Canada Pipe reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in Toronto, Ontario, Canada, and the parties agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the appropriate provincial or federal court in the judicial district of Toronto, Ontario, Canada, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to the jurisdiction of the courts in the judicial district of Toronto, Ontario, Canada; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

**14. MISCELLANEOUS**

(A) No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly stated in writing and signed by such party’s authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party’s written consent is unreasonable. Waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party’s approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party’s obligation to strictly comply with this Agreement and all related Orders.

(B) Supplier may not assign this Agreement, or any Order issued under this Agreement, or subcontract or delegate any part of Services to be performed on Canada Pipe’s premises without Canada Pipe’s prior written consent. Consent will not relieve Supplier from any obligations under this Agreement or any Order. Any transferee or subcontractor will be considered Supplier’s agent and, as between Canada Pipe and Supplier, Supplier will remain liable as if no such transfer or subcontract had been made. Any attempted assignment, subcontract, or delegation in violation of this Section is void; however, this Agreement and the terms and conditions contained herein are enforceable against Supplier’s successors and permitted assigns.

(C) Canada Pipe’s remedies under this Agreement are cumulative and in addition to any other remedies available to Canada Pipe, whether at law, equity, or otherwise.

(D) If any provision or part of a provision in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

(E) At all times, Supplier will be an independent contractor with respect to Goods and Services and not an agent or employee of Canada Pipe. Any Services provided by Supplier will be carried on by Supplier according to its own methods subject only to specifications and agreements outlined in this Agreement or any applicable Order. Supplier will have full and exclusive control of its employees engaged in performance of Services or manufacture and/or delivery of Goods.

(F) Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement must be done in writing and handed directly to an authorized representative of the other party or sent by mail, courier, or email to the address indicated at the beginning of this Agreement or to the last address of which the party gave written notice to other. Any notice or document sent by mail is considered to have been received on the seventh (7th) business day following mailing. Any notice or document sent by email will be deemed to have been received on the day it is sent, unless transmitted after 5:00 p.m., and if transmitted on a Saturday or Sunday or on a non-legal day, such notice or document will then be deemed to have been received on the next business day. Shipment by registered or certified mail is considered to have been received on the date of the signature of the acknowledgement of receipt or delivery. Parties may change such notice addresses upon written notice to the other party. In the case of notice to Canada Pipe, please also send a copy to:

Canada Pipe Company, ULC  
2900 Hwy 280 S Suite 250  
Birmingham, AL 35223  
Attn: General Counsel  
Email: [jim.proctor@mcwane.com](mailto:jim.proctor@mcwane.com)

- (G) Other than as set forth in this Agreement, neither party will be liable for delays in performance caused by acts of God, strikes, or labour disturbances, pandemics, or epidemics, or other delays in performance due to any event beyond the party's control. If any such event occurs, the period for the party's performance affected by the event will be extended for such period as reasonably required under the circumstances.
  
- (H) No provision of this Agreement may be construed against either party as the drafting party. The parties have expressly agreed that this Agreement, and all correspondence relating to this Agreement, be drafted in English. Except as otherwise required by law, the English language version of this Agreement will govern over any translations.