



Irving Shipbuilding Inc.

GENERAL TERMS AND CONDITIONS

SUPPLY OF GOODS AND SERVICES

PART I - GENERAL

1. **Acceptance of Terms.** If Irving Shipbuilding Inc. ("ISI") issues a purchase order to a supplier (a "**Supplier**"), and the Supplier accepts the purchase order, then a contract (the "**Contract**") will be formed between the Supplier and ISI for the provision of the goods and services described on such purchase order. The Supplier's acceptance of the purchase order may be evidenced by any of the following: the Supplier signing the purchase order, the Supplier acknowledging its acceptance in writing (e.g., via email or fax), the Supplier's commencement of the supply of the goods or services described in the purchase order, the Supplier's acceptance of any payment made pursuant to the Contract, or by some other manifestation of acceptance by the Supplier, whichever occurs first. These general terms and conditions (the "**General Terms**") are incorporated by reference into the Contract and form part of the Contract. For the purposes of the Contract, the "**Work**" means all goods, equipment, or other materials (tangible or intangible) (collectively, the "**Goods**") and all services (whether standalone service or services in respect of the Goods) (collectively, the "**Services**") that Supplier is obliged to supply to ISI pursuant to the purchase order. The Contract specifically excludes any terms or conditions that the Supplier may communicate to ISI at any time before, concurrently with, or after the date of the Contract, and regardless of whether the Supplier terms form part of any other prior or current contract with ISI, unless specifically accepted by ISI in writing. The Contract supersedes any prior offers, negotiations, and agreements between the parties concerning the subject matter. If the Work involves the provision of construction, consulting, engineering or professional services by Supplier, the additional terms contained in Part II and Part III apply, as may be applicable. Nothing in this Contract is intended to prevent ISI from obtaining from any other third party, or providing to itself, any or all such Goods or Services, including the Work, or from ceasing to use Supplier to provide such Goods or Services.

2. **Supplier Responsibility.** Supplier has complete responsibility for furnishing the Work. Supplier shall provide efficient administration and supervision with respect to the Work and all of its employees and subcontractors at all times. Supplier shall furnish and pay for all labour, material, supplies, services, tools, equipment, transportation, travel and subsistence expenses, and facilities, other than those which ISI has in writing specifically agreed to provide, and shall do and perform all things necessary for the successful completion of the Work as more specifically described or referred to in the Contract. Any loss or damage to Supplier's, its employee's, agent's or subcontractor's tools or equipment will be Supplier's responsibility and will not be covered by any insurance placed by ISI. Supplier will supply to ISI all documentation as required under the Contract, including all applicable installation, operating and/or service manuals, drawings, and/or documentation required under applicable laws or regulations, including material safety data sheets. Supplier shall pay, satisfy and discharge all liens, including all mechanics, materials, builders, and other liens, and all claims, obligations or liabilities which may be asserted against ISI or its property by reason of, or as a result of any acts or omissions of Supplier, its employees, representatives, licensees or suppliers, or its subcontractors, in connection with, or relating to the performance of the Work. Supplier shall bring to the attention of ISI any obvious or perceived errors or omissions in any specifications or drawings provided by ISI in relation to the Work. Supplier shall be responsible to perform the Work in compliance with all applicable laws, including environmental laws and regulations. Except as specifically set out in Part II (if applicable), Supplier shall procure all licenses and permits, and pay all fees and other required charges necessary to conduct its business, at Supplier's expense. **Supplier shall ensure, at no expense to ISI, that**

it and each of its employees or other individuals engaged by Supplier to provide Work (and each employee, temporary employee or other individual engaged by any subcontractor to provide Work) has all permits, authorizations and insurance required under applicable law in relation to the Work, including, if and as applicable, work permits and any other documentation required to demonstrate eligibility to work in Canada. ISI will provide reasonable assistance to Supplier in securing such authorizations but the responsibility and obligation to secure such authorizations is solely that of Supplier. **Supplier shall provide ISI with copies of all permits, authorizations, evidence of insurance and documentation upon request and prior to the provision of Work by any individual on behalf of Supplier.**

3. Employees and Subcontractors. Supplier shall ensure that all its employees and subcontractors carrying out the Work or any portion thereof at an ISI Work site, if any, abide by all applicable rules of occupational health and safety including ISI's written contractor's rules and regulations (including ISI's alcohol and drug policy) which are available to Supplier upon request. ISI may require all such employees and subcontractors to participate in on-site safety instructions prior to furnishing of Work. When required by ISI, a list of all employees of Supplier and of each subcontractor will be provided to ISI for approval. ISI has the right to approve or reject proposed subcontractors without penalty. Proposed subcontractors will be identified for approval in a timely manner with background information being provided as may reasonably be required by ISI. If any portion of the Work is to be subcontracted by Supplier, it will be the obligation of Supplier to ensure that each subcontractor complies with all the provisions of the Contract, including the insurance provisions. The Supplier acknowledges that, in accordance with ISI contracts with the Government of Canada, the Supplier's employees and subcontractors requiring access to the ISI's facilities may be required to have a certain level of security clearance. To the extent this is a requirement for completion of the Work, ISI will give the Supplier notice of the requirement, and the Supplier shall apply for and acquire any required security clearances at its cost.

4. Performance and Warranty. Supplier guarantees and warrants that: (i) it has full power and authority to enter into the Contract and perform its obligations, (ii) where the Goods include licences or rights granted under licences (or both), Supplier has sufficient authority to license or sublicense that portion of the Goods (as the case may be) to ISI so that ISI may utilize the Goods for its intended purposes and in accordance with the requirements of the Contract, (iii) the Contract is a binding obligation of Supplier, enforceable against Supplier in accordance with its terms, (iv) the Work will be rendered in a good and workmanlike and, where applicable, professional, manner using qualified personnel and will meet the standards of care, skill and diligence normally met by qualified service providers providing similar services in Canada at the time the Work is performed, (v) the Work will conform to the specifications, description, drawings, standards, quality and performance levels outlined in the Contract, (vi) the Work will be delivered in accordance with the schedule forming part of or attached to the purchase order, (vii) the Work will be fit for the intended purpose of ISI, (viii) title to all the Goods (including deliverables to be provided under the Services) supplied under the Contract will be free and clear from all liens, claims, encumbrances and any other charges whatsoever, (ix) all machinery, equipment and materials incorporated into any Goods will be new and unused, free from defects in materials, workmanship and design, will be to a high industrial standard, and will meet all applicable industry and governmental standards, regulations, codes and guidelines applicable in the location of Supplier and the delivery location, and (x) Supplier is, alone or with subcontractors, sufficiently experienced and properly qualified, licensed, equipped, organised and financed to perform the Work. Supplier shall repair or remove and replace at its own expense and at ISI's convenience, all workmanship or materials which are non-compliant with any of the above warranties or otherwise defective at any time within two years from the date of final acceptance of the Work by ISI, unless otherwise specified on the purchase order, provided that such warranty period is

extended on any Goods for the period such Goods are out of service for warranty repair or replacement.

5. Insurance. Without limiting Supplier's liability under the Contract, Supplier shall provide, maintain and pay for the following insurance coverage: (i) COMPREHENSIVE GENERAL LIABILITY INSURANCE covering Supplier's liability for bodily injury (including death) and property damage with limits of not less than \$3,000,000 per occurrence, and (ii) AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$3,000,000 per occurrence for bodily injury and property damage, covering all licensed vehicles owned, leased, hired, or operated by Supplier, and (iii) if Supplier is providing construction or engineering services as part of the Work the additional insurance set out in Part II and Part III (as applicable) is required. The comprehensive general liability policy will include Irving as additional insured with respect to liabilities arising out of or in any way connected with Supplier's operations and will include contingent employer's liability, broad form property damage, and a cross liability clause. All liability cover will be maintained for Products Liability, Completed Operations Hazard and Contractual Liability. The insurance will state that it is primary insurance and that any other insurance carried by Irving will be specific excess and not contributing therewith. The insurance will contain a waiver of subrogation by the insurer against Irving, its employees, officers, directors, parent, subsidiary, affiliated, related and associated companies. All insurance obtained by Supplier will include the requirement that the insurer will endeavor to provide Irving with 30 days advance notice of any cancellation of coverage. Supplier shall provide Irving with a certificate of insurance evidencing the insurance prior to providing Work, and at other times as requested by Irving. Unless otherwise stipulated, the insurance will be in force for the duration of the Contract. Supplier shall immediately advise Irving in writing in the event that any such insurance coverage is cancelled, terminated, or materially reduced. Supplier shall procure and maintain in full force throughout the Contract term WORKERS' COMPENSATION INSURANCE covering all employees of Supplier engaged in any services to be performed on site in accordance with the statutory requirements of the province or state having jurisdiction over its employees, or equivalent government or private coverage.

6. Indemnity. Supplier shall defend, indemnify and hold harmless ISI and its affiliates and their respective agents, officers, directors and employees from and against any and all suits, legal proceedings, claims, demands, damages, losses, including damages or losses incurred by ISI as a result of Supplier's supply of non-conforming or defective Goods, liabilities, fines, penalties, costs and expenses including the out of pocket amount of reasonable legal fees arising out of or attributable to: (i) the performance or non-performance of the Contract, or any negligent act or omission of Supplier, its agents, employees and subcontractors, in furnishing the Work, (ii) any breach by Supplier of any representation, warranty, obligation or covenant under the Contract, (iii) bodily injury, sickness or death of any of Supplier's or any subcontractor's employees, or loss or damage to Supplier's or any subcontractor's property, (iv) any defect in ISI's or Supplier's title to the Work, or any lien, charge, encumbrance or claim affecting the Work, and (v) any infringement or claimed infringement of any patents or other intellectual property rights by the manufacture, sale or use of any Goods, software, materials, apparatus, or methods furnished by Supplier under the Contract. In the event of any suit or proceeding which is based upon a claim that the Work or any part infringes any patent or other intellectual property right, and where the use of the Work is enjoined pending the outcome of the suit or proceeding, Supplier shall either secure for ISI the right to use the Work pending the final outcome or pay ISI the losses sustained by ISI due to any injunction or prohibition. In the event any Work is held to be infringing and the use is permanently enjoined, Supplier shall promptly and at its expense either: (i) obtain for ISI the right to use the Work, (ii) replace the Work with non-infringing Work equal to or better than that removed, or (iii) modify the Work so as to render it non-infringing. ISI may be represented in any suits or legal proceedings by lawyers of its own selection at Supplier's expense.

7. Taxes and Other Amounts. Unless stated otherwise in the purchase order, all applicable taxes, duties, customs, tariffs, packaging, shipping and freight charges are included in the purchase price and are for the account of Supplier, save and except the goods and services tax, harmonized sales tax, or any other value added taxes as may be applicable during the term of the Contract. Supplier shall pay all contributions, taxes, premiums and insurance required under federal, provincial/state or local laws in relation to its employees engaged in the furnishing of the Work, and all sales, use, excise, transportation, occupation and other taxes and duties applicable to Work furnished hereunder which Supplier is required by law to pay. Supplier will co-operate with ISI in the recovery of any sales taxes paid by Supplier on Goods supplied which were used in an exempt application. ISI may withhold and remit to the Canada Revenue Agency any amounts required to be withheld and remitted pursuant to applicable laws. Where Supplier is providing Services, Supplier is responsible for notifying the tax authorities in the relevant jurisdiction(s) where the Services are being performed and will be governed by the tax legislation in such jurisdiction(s).

8. Additional Tax Provisions for Non-Resident (of Canada) Servicer Suppliers. This Clause 8 applies to Suppliers providing Service who are not a resident of Canada for the purposes of the Income Tax Act (Canada). Supplier acknowledges that payments to non-resident contractors for the provision of services in Canada are subject to the provisions of Section 153(1)(g) of the Income Tax Act (Canada), and Regulation 105 of the Income Tax Regulations (Canada). ISI will withhold from payments to Supplier any amounts required to be withheld under applicable laws and treaties in respect of services rendered in Canada by a non-resident contractor and may remit such amounts to the relevant authority. Where available, statutory withholding may be waived if Supplier delivers to ISI a formal waiver of the withholding requirement issued and signed by Canada Revenue Agency. The parties shall cooperate at all times to ensure that all proper withholdings are deducted from payments and if any withholdings are overlooked then such withholdings may be deducted from later payments. Any payment to Supplier will be net of any such withholding.

9. Packaging, Shipping, Invoicing and Payment Terms. Supplier warrants that all Goods to be shipped hereunder will be properly classified, described, packaged, marked and labelled, and will be in the proper condition for transportation in accordance with all applicable laws or regulations (including national hazard communication standards). A detailed packing slip showing ISI's purchase order number, Supplier's firm name and the shipper's name will be included in or attached to each package. ISI's purchase order number will be shown on the outside of each package on carload shipments. A copy of the loading sheet will be mailed directly to ISI at the address shown on the face of the purchase order, on the date of the shipment. Failure to comply with this clause will, at ISI's option, constitute grounds to reject the shipment. If routing instructions are not followed, Supplier may be held liable for any additional transportation costs incurred. When shipments of Goods are made from a location that is not within Canada, the shipments will be made in accordance with ISI's customs instructions (which are available to Supplier upon request) and Canadian customs regulations. Invoices must be sent to the address or email address specified on the purchase order (and not directly to the ISI purchasing agent) and show the purchase order number, shipper, origin and destination. Failure to comply with this clause may result, at ISI's option, in the rejection of Supplier's invoice and/or the shipment. Payment terms will not commence until receipt by ISI of a proper invoice.

10. Title and Risk of Loss. Title to the Goods (including documents, designs, drawings, specifications, plans, reports, information and other deliverables to be provided under the Services) and risk of loss transfers to ISI upon delivery of the Goods to ISI's facility, unless otherwise specified on the purchase order or elsewhere in the Contract. Where the Goods include

licences, rights granted under licences, or other intangible property, title means the interests and rights that Supplier has in such Goods and transfers to ISI upon payment to the Supplier therefor.

11. Independent Contractor. Supplier will be an independent contractor and not an agent or representative of ISI. Supplier, its agents, employees and subcontractors, may not bind ISI to any obligation with a third party, nor hold themselves out as having authority to bind or obligate ISI. None of the persons engaged by Supplier or any of its subcontractors in the performance of the Work will be considered employees of ISI.

12. Force Majeure. Any delay in performance by either Supplier or ISI caused by an event that (i) is beyond a party's reasonable control, (ii) is not reasonably foreseeable by the party, (iii) could not have been prevented by commercially reasonable means available to the party, and (iv) occurs without the party's fault or negligence (a "**Force Majeure Event**") will not be regarded as a default in performance by Supplier or by ISI. Notice of any anticipated delay caused by a Force Majeure Event shall be given by the affected party to the other party as soon as possible under the circumstances. Performance under the Contract shall resume as soon as practicable, and the party affected by the Force Majeure Event will at its own cost take all commercially reasonable measures to minimize the impact of the event on the other party, including through the devising and implementation of work-around plans, re-sequencing and resuming performance under the Contract as soon as possible. In these circumstances, ISI may adjust the contracted quantity of the Goods or the scope of the Services (or both, as may be applicable), and ISI may also adjust delivery schedules and completion date(s), as may be applicable. No extension for performance will be made for a Force Majeure Event unless written notice of claim is given to ISI within 10 days of the commencement of the Force Majeure Event. Any extension for delay caused by a Force Majeure Event will be for the period of time as agreed upon in writing by ISI. In the event that a Force Majeure Event lasts for more than 30 days, ISI may terminate the Contract without penalty.

13. Notice. Any notice required or permitted to be given under the Contract must be forwarded by facsimile with a confirming copy mailed by prepaid mail, or by courier, to the address of the parties shown on the purchase order. The notice will be deemed to be received one day following the sending of the facsimile message and the mailing of the confirming copy. In the case of ISI, copies of the notice will be delivered to the following addresses: P.O. Box 5888, 300 Union Street, Saint John, New Brunswick, E2L 4L4, facsimile no. (506) 658-0517, Attention: Secretary, and P. O. Box 9110, 3090 Barrington Street, Halifax, Nova Scotia, B3K 5M7, facsimile no. (902) 494-0576, Attention: President.

14. Limitation of Liability. Under no circumstances will ISI, its directors, officers or employees be liable to Supplier or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business revenues or profits, work stoppage, downtime costs, loss of use of equipment or facilities, cost of capital, data loss, or any other commercial damages or loss, whether based in contract, warranty, tort, negligence, gross negligence or statute. In no event will ISI's liability exceed the value of the Contract.

15. Confidentiality. Without prejudice to any separate confidentiality or non-disclosure agreement entered into by the parties, Supplier acknowledges that in order to provide the Work, certain proprietary or confidential information may be disclosed to Supplier or may be observed or acquired by Supplier in the performance of the Contract. Supplier shall hold all information in the strictest confidence and shall ensure it is not disclosed, published or disseminated to any third party. Supplier shall ensure that its employees, agents, subcontractors and representatives assume the same obligation of confidentiality before communicating the information or know-how to that person. The confidential information shall not be used by Supplier except to provide the Work.

16. No Publicity. Unless the Supplier has received prior written consent from ISI's communications department (which consent may be withheld in ISI's absolute discretion); Supplier shall not publicize, announce or otherwise distribute any information in any format or media, whether such formats or media are now known or later devised, including any so-called "social media", in respect of (i) the Contract, (ii) Supplier's relationship with ISI, or (iii) or any information about ISI, including ISI's activities, operations, brands, trademarks, products, services, personnel, other relationships, practices, policies, intellectual property, know how, or financial matters.

17. Records Retention. Supplier shall retain, for at least five years following the final payment under this Contract for the Work, the end of any applicable warranty period or the final settlement date of any outstanding claims or disputes, whichever is later, the following: (i) proper accounts and records of the cost to Supplier of the Work and of all expenditures or commitments made by Supplier in connection with the Work, and all invoices and receipts relating to the Work; (ii) all of Supplier's subcontracts and all correspondence in connection with the subcontracts; (iii) all pertinent commercial documentation in respect of the Contract and all subcontracts, including copies of invoices, freight bills, dock receipts, freight forwarded receipts, bills of lading, certificates of origin, and any other pertinent documents; and (iv) all documents recording or evidencing Supplier's compliance with the Contract, including drawings, calculations, and inspection records. All of the foregoing will at all times be open to audit, inspection and examination by the authorized representatives of ISI, who may make copies and take extracts, but only for the limited purpose of (a) verification of Supplier's compliance with the terms of the Contract, (b) enforcement of ISI's rights under the Contract, or (c) ascertaining amounts owed by ISI, where relevant.

18. Governing Law. The Contract is governed, both with respect to its construction and performance, by the laws of the Province of Nova Scotia, Canada and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Nova Scotia. The parties expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* and further exclude the application of the *International Sale of Goods Contracts Convention Act (Canada)* and the *International Sale of Goods Act (Nova Scotia)*.

19. Set-off. In addition to any right of set-off or recoupment provided by law, ISI may at any time and without notice set-off claims by Supplier for amounts due or to become due from ISI under the Contract against any claims that ISI or any of ISI's affiliates has or may have arising out of the Contract or any other transaction between ISI or ISI's affiliates and Supplier or any of Supplier's affiliates.

20. International Trade Reporting and Documentation. Supplier shall provide all information necessary for ISI to comply with all applicable laws, including legal reporting obligations, in the countries of origin and destination. Supplier shall provide all documentation, including certificates of origin and electronic transaction records, to allow ISI to meet customs-related obligations, and local content or origin requirements, and to obtain all tariff and trade program duty avoidances and refund benefits, where applicable. Supplier further agrees, upon request by ISI, to participate in trusted trader, trade security or other similar government programs with a view to eliminating or minimizing security related delays at the border. Supplier shall assume any and all financial responsibility arising from Supplier's failure to comply with these requirements and/or to supply ISI with information required to meet legal reporting obligations, including any fines, penalties, forfeitures, unnecessary duties or counsel fees incurred or imposed as a result of actions taken by the importing or exporting country's government.

21. Termination. ISI may terminate the Contract immediately or suspend the Contract without prejudice to any other right ISI may have if: (i) Supplier makes an assignment in or is petitioned

into bankruptcy, or if a receiver is appointed to administer the affairs of Supplier, (ii) Supplier breaches any of the terms or conditions of the Contract and refuses or is unable to rectify any breach to ISI's satisfaction within 5 days following receipt of notice of the breach, or (iii) ISI reasonably believes that Supplier will be unable to satisfactorily perform its obligations under the Contract. ISI may without penalty terminate the Contract or suspend the Contract for a reasonable period of time without cause subject to the payment to Supplier of reasonable direct costs (excluding overhead expenses and lost profits) incurred by Supplier as a result of the termination or suspension.

22. Irving Companies. Supplier shall, whenever feasible, use the services and/or goods of ISI related companies, provided the company is cost competitive (see www.jdirving.com for a description of Irving related companies).

23. Additional. The parties shall each perform their obligations pursuant to this Contract in compliance with applicable law. Supplier will not assign the Contract or any portion of the Contract without the prior written consent of ISI, which consent may be withheld by ISI in its absolute discretion. ISI will have the right to assign the Contract or any portion of the Contract, without Supplier's consent, to any of ISI's affiliates or to any purchaser or successor to ISI's relevant business. The Contract will be binding on and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns. Any failure by ISI at any time, or from time to time, to enforce or require the strict keeping and performance by Supplier of any of the terms or conditions of the Contract, will not constitute a waiver by ISI or a breach of any terms or conditions, and will not affect or impair the terms or conditions in any way, or the right of ISI at any time to avail itself of the remedies as it may have for any breach or breaches of the terms or conditions. Supplier acknowledges that it understands that time is of the essence in the performance of its obligations under the Contract. No modification of, nor addition to the terms of the Contract will be effective until expressly accepted in writing by ISI. Each paragraph and provision of the Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of the Contract will remain in full force and effect. The headings used herein are for convenience of reference only and will not be considered part or affect the interpretation of the Contract. Words expressed in the singular include the plural and vice-versa and words of one gender include all genders. "Including" means including without limitation and "include" and "includes" have a corresponding meaning.

PART II – CONSTRUCTION SERVICES

24. Schedule and Permits. Supplier shall provide and maintain an up-to-date critical path schedule for the Work, which will include the time required for mobilization. This schedule will be made available to ISI for approval. Supplier represents and warrants to ISI that the critical path schedule, as submitted to and approved by ISI, is realistic and can be met by Supplier. Without penalty to ISI, Supplier shall schedule as many workers per shift and as many shifts per day as may be required to ensure completion of the Work to the satisfaction of ISI as outlined in the description or scope of work referred to in the purchase order. Should the Work fall behind schedule, ISI will have the right to require Supplier to increase manpower, days of work, hours of work, use additional equipment or take other steps as may be necessary or required to ensure completion of the Work in compliance with the applicable specifications, all at Supplier's expense. Supplier shall secure and pay for all licenses and permits which it may require to comply fully with all laws, including ordinances and regulations of the proper public authorities in connection with the performance of the Work, save and except the required building permit which will be obtained by ISI.

25. Work Site. Supplier and its subcontractors, if any, shall co-operate with ISI and other agents and contractors of ISI at the Work site and shall plan operations and carry on the Work so as to avoid interference or hindrance or delay to (i) ISI's operations and (ii) the other contractor's or subcontractor's activities in relation to the Work or other projects at the Work site. ISI will co-operate in good faith with Supplier and other contractors and subcontractors on the Work site to allow the Work to proceed expeditiously. Supplier shall maintain and leave the Work site clear of all surplus debris, equipment and materials and in a condition suitable for use by ISI unless otherwise agreed in writing between the parties. Supplier at any time during progress of the Work shall, within 24 hours after receiving written notice from ISI or its designated agent so to do, proceed to remove from the Work site all materials condemned by ISI or its designated agent, whether assembled or not, and to dismantle all portions of the Work which are condemned as unsound, or in any way failing to conform with the requirements of the Contract and to replace at its own expense all those portions of the Work and materials.

26. Industrial Gases. Supplier shall advise ISI as early as practicable of its needs and that of its subcontractors in relation to industrial gases required to perform the Work. Supplier shall ensure that its employees, agents and subcontractors do not bring to the Work site nor remove from the Work site cylinders, tanks or vessels used to store industrial gas without ISI's prior approval.

27. Inspection. All aspects of the Work will be subject to the inspection and approval by ISI or its designated agent at all times, provided however, that the approval will not relieve Supplier of its responsibility for the proper performance of the Work. Supplier shall provide sufficient, safe and proper facilities at all times for inspection of the Work. Supplier shall provide ISI with full information concerning all materials to be furnished by Supplier before entering into the Work.

28. Holdback and Final Payment. ISI may retain as a holdback a percentage of the invoiced amount as is appropriate according to applicable construction lien legislation governing the Work site. Supplier may post a bond acceptable to ISI in lieu of ISI retaining a holdback. Supplier may invoice for final payment of all sums due to Supplier hereunder after acceptance in writing by ISI of the completed Work, provided Supplier will have given to ISI evidence satisfactory to ISI that all privileges, liens, claims, obligations and liabilities against the property of ISI or chargeable to ISI have been fully paid, satisfied and released.

29. Additional Insurance. Without limiting Supplier's liability under the Contract, if Supplier is providing construction services, Supplier shall provide, maintain and pay for the following additional insurance coverage: (i) "ALL RISK" CONTRACTOR'S EQUIPMENT INSURANCE covering construction machinery and equipment used by Supplier for the performance of the Work, in an amount at least equal to the replacement value of the machinery and equipment. The policy will provide a waiver of subrogation by the insurer against Irving, its employees, officers, directors, parent, subsidiary, affiliated, related and associated companies; and (ii) if the Work involves the movement and/or lifting of Irving owned property; HOOK LIABILITY INSURANCE or an endorsement to Supplier's property policy with a limit of not less than \$3,000,000 per occurrence. The insurance will cover direct damage to the Irving property in Supplier's care, custody and control, loss of use of the Irving property and any associated systems that are rendered inoperable as a result of the damage. The insurance will state that it is primary insurance and that any other insurance carried by Irving will be specific excess and not contributing therewith. The policy will provide a waiver of subrogation by the insurer against Irving, its employees, officers, directors, parent, subsidiary, affiliated, related and associated companies.

PART III – CONSULTING, ENGINEERING OR PROFESSIONAL SERVICES

30. Plans and Drawings. All plans, drawings, specifications, technical data, designs, computer programs, reports or other information (hereinafter referred to as "data") produced by Supplier in tangible form in the performance of the Work to be provided under the Contract, will be the property of ISI and Supplier will be provided with or may retain, as the case may be, copies of the data for its own use as may be required in the ordinary course of its business. Should any drawing or specification prepared by Supplier be incorrect or require amendment, in addition to any other rights or remedies ISI may have under the Contract or in law or equity, ISI may require Supplier to rectify the drawing or specification, all at the expense of Supplier.

31. Additional Insurance. Without limiting Supplier's liability under the Contract, if Supplier is providing engineering services, Supplier shall provide, maintain and pay for the following additional insurance coverage: PROFESSIONAL LIABILITY INSURANCE of not less than \$5,000,000 per claim which will remain in force for a period of at least two years following acceptance of the Work by Irving.

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