

Purchase Order General Conditions

IMPORTANT: The commencement of performing services or the provision of the supplies by the Vendor is deemed to constitute acceptance by the Vendor of the general and specific conditions as stated in the Purchase Order General Conditions.

1. Contractual Arrangements

1. Vertica Resident Services (the "Manager") serves as the Property Manager for the Property(ies) identified in Invoicing Instructions of the face page of the Purchase Order ("PO") and has full and complete authority to act on behalf of the Owner(s), including the making of all determinations, the giving and withholding of approvals, payments and terminating this PO as well as all other matters with regards to this PO.

2. Assignment of Contract

1. The Vendor (also referred to as "Contractor" for purpose of construction work, "Consultant" for purpose of design services, and/or "Supplier" for purpose of supply only of goods and services) cannot assign, subcontract or otherwise transfer its rights or obligations under this PO without the prior written consent of the Manager, which consent may be arbitrarily withheld.

3. Supervision and Workers

1. The Vendor shall provide competent supervision of its workers, which workers will be skilled in the tasks assigned to them. Supervisors and workers not satisfactory to the Manager shall be removed from the Property and replaced forthwith. Vendor's on-site employees must conduct and present themselves in a manner conducive to first class residential and commercial properties and consistent with the Manager's service policy. All work must comply to provincial OHS regulations and governing labour codes and all other applicable legislation.

4. Protection and Housekeeping

1. The Vendor shall guard and otherwise protect the Property from damage arising from the goods and services ("Work") identified on the PO. The Vendor shall make good all damage resulting from the Vendor's operations or negligence under the PO at its own expense.

5. Rejected or Defective Work

1. Defective or damaged Work, if rejected by the Manager, shall be replaced and/or made good by the Vendor at the Vendor's expense.

2. The Vendor shall, at its own expense, rectify and make good any defect in the Work and resulting damage which may appear within one (1) year from the latest of the last delivery or final acceptance of the Work by Manager.

6. Laws, Notices and Permits

1. The Vendor shall give all required notices and shall comply with laws, by-laws, ordinances, rules, regulations, codes and orders of any authorities and utilities having jurisdiction which relate to the Work and the preservation of public health and safety, including Manager's building rules and regulations.

7. Indemnification by the Vendor

1. Vendor will defend, indemnify and hold harmless the Owner, the Manager, the Manager's affiliates and their respective present and former Directors, Officers, Agents, Servants and Employees from and against any and all claims, actions, suits, proceedings, damages, costs, losses, expenses, demands, liens, orders and awards (all of which collectively referred to as "claims") made, brought or caused by any person, together with all legal fees and disbursements to the extent that they are related to or arise as a result of the acts or omissions, negligent or otherwise, of the Vendor, its employees or those for whom it is responsible in law in connection with the Work or the breach of any of the terms and provisions of this PO by the Vendor, its employees or those for whom it is responsible in law, including, without limitation, claims arising from: (a) injury to, or death of, any person, including but not limited to Vendor personnel; (b) loss of, or damage to any property; or (c) the employment of or performance of services by Vendor personnel; and (d) the termination, constructive or otherwise, of such employment or performance of services.

8. Insurance

1. The Vendor shall at all times during the term and any extension of the PO, at its sole cost and expense, obtain and maintain the following insurance:

Capital Projects: \$5 million general liability; Operations Projects: \$2 million general liability and \$5 million aggregate.

2. Additional insurance requirements may be required for specific project work to be determined in bid documentation.

3. Any other insurance requested by the Manager related to the Work. The Vendor's Insurer shall notify the Manager of any revision to or cancellation of this insurance requirement of the Vendor. Valid copies of all insurance certificates shall be supplied to the Manager.

9. Suspension or Termination

1. The Manager shall have the absolute and unfettered right to terminate this PO agreement at any time on 3 days' written notice to Vendor. Subject to the terms of this PO, the Manager shall arrange payment to the Vendor for Services rendered up to the date of termination, less any amounts owing to Owner whether as a result of a right of set-off or otherwise.

10. Application for Payment

1. Subject to applicable legislation and in accordance with legislation and statutory regulations respecting holdback percentages, the Manager shall arrange payment to the Vendor for the Work the amount set forth in the Description. As a condition of payment, the Vendor shall provide the Manager with evidence that it is in compliance with applicable legislation, including where applicable submission of a statutory declaration pursuant to applicable provincial construction lien and workplace safety & insurance clearance certificates.

2. The Vendor shall obtain a valid Social Insurance Number Card before any employee commences employment on the Property. Non compliance with this is cause for termination without notice by Manager.

3. If the Manager agrees and the Work is scheduled to continue in duration longer than two (2) months, the Vendor may submit an application for progress payment monthly.

4. For projects involving a design Consultant, Contractor invoices shall be reviewed and approved for payment by the design Consultant.

5. Payments made by Manager on behalf of its client shall not be construed as evidence that Work is satisfactory or in accordance with the Contract.

6. The Manager will only pay for services provided and completed by the Vendor and accepted to the Manager's satisfaction for the amount stipulated on the approved PO. The Manager will not accept or pay for additional invoiced amounts from the Vendor that have not been previously approved in writing and included in the approved PO amount.

11. Payment Terms

1. Include 10% holdback on the invoice for contract amounts exceeding \$99,999.99.

2. Payment to Vendor made within 60 days after Manager's acceptance of invoice amount and receipt of required supporting documentation.

12. Workers Compensation

1. The Vendor must submit a Letter of Good Standing or obtain a certificate of clearance from the applicable provincial workplace safety & insurance board or otherwise as required by Manager before starting the Work, with each progress payment submission and such good standing must be maintained throughout the Term of the PO.

13. Toxic and Hazardous Substances and Materials

1. If the Vendor encounters spills of, or releases, toxic or hazardous substances or materials, the Vendor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to, or the presence of, the substances or material and shall immediately upon discovering same, immediately call the police, fire and/or environmental authorities if the situation warrants this action and in any event, call the Manager's building contact at its regular or alternate number, document the incident completing the Manager's "Occurrence Report".

14. Cooperation and Protection

1. The Vendor shall:

a) Perform the Work and supply material in cooperation with and with minimum disturbance and interference to other Vendors, Suppliers, occupants, public and to the normal use of the Property and otherwise in a manner satisfactory to Manager. Consider mitigating impacts to tenant comfort.

b) Protect the Property from damage by Vendor.

15. Entire Agreement

1. In circumstances where the Vendor and the Owner and/or the Manager have entered into a long or short form of contract referencing work or services to be provided under the PO the Manager will determine in the event of a conflict which contract will govern. In all other circumstances the PO constitutes the entire agreement between the parties with respect to the Work and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the PO.

16. Guarantee

1. The Vendor shall:

a) Guarantee all materials and workmanship used in the Work to be strictly in accordance with the PO, to be of first class quality and suitable for the intended purposes.

b) Provide first class Work with proper and efficient operations and free from all defects. At a minimum, a warranty of one (1) year on material and labour shall be implemented.

c) Provide Operation and Maintenance manuals for all mechanical and electrical equipment.

17. Security Clearance

1. The Vendor shall, guarantee that all persons employed on the Property do not have a criminal background.

2. The Vendor shall, upon request by Manager, provide and cause all persons employed on the Property to provide personal data for Security Clearance purposes to the extent permitted by law. Such security clearance may include fingerprinting and/or other biometric data.

18. Contractor Guidelines and Acknowledgement

1. The Contractor agrees it has received, read and will be bound by Manager's "Contractor Guidelines".

19. Language of the PO

1. This Agreement has been drawn up in English at the express request of the Parties. Ce contrat a été rédigé en la langue anglaise à la direction expresse des parties.

AGREEMENT

I, _____ on _____
(PRINT NAME) (DD/MM/YYYY)

Representing: _____
(COMPANY NAME)

have read and accepted the conditions set forth in the above "Purchase Order General Conditions" and accept full responsibility for the quality, and safe performance of work while on VERTICA managed property.

In addition to acknowledging and accepting the general conditions set forth in the above "Purchase Order General Conditions" I confirm that the Vendor and its employees have full familiarity with the applicable Provincial Occupational Health and Safety Act, related legislation, regulations and responsibilities applicable to the job and that the Vendor accepts full responsibility for compliance with all such acts and the regulations and general duty obligations relating to the work it performs, including the responsibility to correct immediately any violative conditions created by its work.

I confirm that the above guidelines have been provided to the Vendor's employees performing the work.

I have the authority to bind the company:

(SIGNATURE) (TITLE)

Authorized Person