



1. **Contract Interpretation, Order of Precedence.** The following documents, in order of precedence, shall form the contract (the “**Contract**”) between Canadian Nuclear Laboratories Ltd. (“**CNL**”) and the service provider set out on the Purchase Order (the “**Contractor**”, and together with CNL the “**Parties**”): (1) these terms and conditions (“**Terms**”); (2) the accompanying purchase order (“**Purchase Order**”); (3) any documents (except a Contractor proposal) referenced in the Purchase Order; (4) any other attached appendices; and (5) the Contractor proposal, if attached. Any conflict or inconsistency between the provisions of the Contract shall be resolved in the order of precedence in which they are listed above. Inclusion of a Contractor proposal in the Contract is limited to incorporating the descriptions and specifications contained therein and only to the extent they do not conflict with the prior descriptions and specifications set out in the Contract. The Contractor shall be deemed to have accepted this Contract by commencing performance of the Contract, in whole or in part, or by communicating its acceptance of same to CNL.

2. **Performance of the Work.**

- (a) The Contractor shall perform those services identified in the Purchase Order, or arising as a result of or in relation to provision thereof (the “**Services**”), and provide those materials identified in the Purchase Order or which are incidental to the Services (the “**Materials**” and together with the Services, the “**Work**”) all in accordance with this Contract, including the specifications set out in the Contract (the “**Specifications**”).
- (b) CNL may appoint a project manager, who shall act as the main point of contact and authority between CNL and the Contractor for the Contract (the “**Project Manager**”). CNL may, at any time and from time to time, appoint a replacement Project Manager for the purposes of the Contract.
- (c) CNL will provide the Contractor with issued for construction drawings as part of the Specifications (“**Drawings**”). The Project Manager may issue additional construction Drawings setting out details of the Scope of Work when the Project Manager determines it is necessary to do so.
- (d) The Contractor has complete control of the Work except as provided herein. The Contractor shall effectively direct and supervise the Work to ensure conformance with the Contract. The Contractor is solely responsible for all construction means, methods and techniques (including responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their safe use), all sequences and procedures, and for coordinating all parts of the Work. The Contractor shall furnish all labour, supervision, technical skill and knowledge, materials, tools and equipment, together with all Work incidental thereto, necessary and required to perform all the Work and furnish the results described in the Contract and shown on the Drawings.
- (e) The Contractor shall arrange for the preparation of clearly identified drawings, diagrams, illustrations, schedules, and other data prepared by the Contractor illustrating details of portions of the Work (the “**Shop Drawings**”) and copies of the construction drawings reflecting any changes, additions, and deletions to the original design duly signed and dated by an officer of the Contractor (the “**As-built Drawings**”).
- (f) The Contractor shall determine and verify all field measurements, field construction criteria, materials, catalogue numbers, and similar data in respect of the Shop Drawings and the As-built Drawings. The Contractor must satisfy itself as to the accuracy of site dimensions as such dimensions relate to the dimensions given on any drawings issued by CNL. CNL does not guarantee the

exactness of such dimensions. Should variations in the measurements and dimensions of existing conditions and those dimensions given on any drawings issued by CNL be discovered, the Contractor must Notify CNL.

- (g) The Project Manager will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs required in connection with the Work. The Project Manager will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract.
 - (h) The Contractor must not utilize for the Work any person who is, in the opinion of the Project Manager, unfit for the Work or unskilled in the portion of the Work assigned to this person.
 - (i) The Contractor must adhere to and comply with all applicable laws, orders, regulations, ordinances, standards, codes, guidelines, and other rules, of all lawful authorities and applicable regulatory bodies, including the *Occupational Health and Safety Act* (“**Applicable Law**”), and shall refrain from engaging in any unfair or unethical business practice or any other practice that could unfavourably reflect upon CNL and its affiliates.
3. **Standards of Performance.** In providing the Work, the Contractor shall:
- (a) do and fulfill everything set out or indicated in this Contract so as to complete the Work;
 - (b) perform the Work diligently and in a safe and professional manner, and in compliance with all Applicable Law, Specifications, and all CNL policies and guidelines, including CNL's Supplier Code of Conduct found at: http://www.cnl.ca/en/home/vendor_portal/references.aspx (the “**Vendor Portal**”);
 - (c) furnish all labour, supervision, technical skill and knowledge, materials, tools and equipment (including testing devices), together with all Services and Materials incidental thereto, necessary and required to perform all the Work and furnish the results described in the Contract and shown on the Drawings.
 - (d) provide Materials and Services that are free from defects in workmanship, comply with all Applicable Law, conform strictly and in all respects to the Specifications, and meet the requirements set forth in this Contract;
 - (e) utilize personnel with the skills, appropriate licenses, qualifications, expertise, and experience necessary to provide the specific Materials and Services with a high degree of quality and responsiveness, at all times consistent with industry standards applicable to a reasonably prudent, skilled, and experienced Contractor engaged to provide similar Materials and Services and otherwise in accordance with the terms of this Contract (collectively, the “**Standards of Performance**”).
4. **Permits and Licenses.** The Contractor shall obtain all licenses and permits required for the performance of the Work, unless stated otherwise in the Contract and provided by CNL.
5. **Environmental Matters.**
- (a) The Contractor must ensure that its personnel are properly trained under, and comply with, all Applicable Law regarding health and safety and the environment, including Workplace Hazardous Materials Information System legislation and those relating to the generation, storage, handling, transportation, release, abatement or disposal of hazardous, dangerous, or toxic goods, materials, or substances. The Contractor is responsible for disposing of all hazardous materials brought onto CNL premises in accordance with the Applicable Law.

- (b) The Contractor and its personnel must adhere to all CNL standards, policies, and procedures communicated to the Contractor by CNL from time to time in writing, including any Environmental Responsibilities Documents, and most complete of any safety orientation or similar programs CNL may require before being allowed access to CNL premises, at Contractor's sole cost unless otherwise provided on the Purchase Order.
- (c) The provision of Work on CNL premises shall be confined to the areas designated by CNL and the Contractor shall ensure CNL premises are kept tidy and free of debris. The Contractor must receive approval before using any CNL pollution control or waste disposal facilities.
- (d) If the activities of the Contractor result in contamination of CNL's premises, the Contractor shall remediate the site and take such further action in the manner and to the satisfaction of CNL.
- (e) The Contractor acknowledges that CNL has entered into this Contract based on the Contractor's representation that the Contractor is a subscriber with ISNetworld, is compliant with ISNetworld requirements, and has a contractor grading of "C" or better with ISNetworld.
- (f) At CNL's request, CNL may review the Contractor's environmental compliance and adherence to policies.

6. **Schedule.**

- (a) Time is of the essence of this Contract.
- (b) The Contractor shall commence the performance of the Contract on the date set out in the schedule contained in the Specifications (the "Construction Schedule"), and shall diligently and continuously proceed with the performance thereof, so as to complete the Contract to the satisfaction of CNL by the date set out in the Construction Schedule.
- (c) The Contractor shall update the Construction Schedule in such format as CNL and the Contractor may agree to, as may be reasonably required by the Project Manager, and shall provide a progress curve to show actual progress and critical events compared to the Construction Schedule.
- (d) If at any point during the performance of the Work the Contractor becomes aware that the Construction Schedule may not be met, for any reason whatsoever, the Contractor shall advise the Project Manager of the potential delays, prepare a plan to mitigate the delays, and provide a revised Construction Schedule to the Project Manager for approval.
- (e) If the Contractor is delayed in the performance of the Work by an action or omission of CNL contrary to the provisions of this Contract, or by a stop work order (providing that such order was not issued as a result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly), then the Construction Schedule will be extended for such reasonable time as the Project Manager may recommend.
- (f) Any inclement or unfavourable weather conditions which the Contractor and CNL, acting reasonably, agree may prevent the proper performance of the Work in accordance with the Standards of Performance set out in this Contract or may make performance of the Work unsafe (a "Weather Delay"), will, upon provision by the Contractor of a Change Request setting out the weather conditions and the time lost due to same, result in a Change Order extending the Construction Schedule equal to such time lost provided, however, no change shall be made to the Fees or other consideration in respect of a Weather Delay, and CNL may request the Contractor to make up the time lost due to a Weather Delay or take such measures to mitigate the Weather Delay, if possible, based on an increase in price to be negotiated by the Parties acting reasonably.

7. **Other Contractors.**

- (a) The Contractor shall effectively and efficiently integrate the work of others with the Work of the Contractor, and the Contractor shall coordinate its Construction Schedule with the work of the others.

The Contractor shall afford others reasonable opportunities to execute their work and store their materials.

- (b) Where any part of the Contractor's Work depends, for its proper execution or completion, upon work of others, the Contractor shall promptly report any defects or insufficiency in the work of the others that may interfere with the Contractor's Work to the Project Manager.
- (c) The Contractor shall do all cutting, fitting, or patching of the Work that may be required and to tie-in properly with the work of any others shown in, or reasonably implied by, the Specifications.
- (d) The Contractor shall not endanger any existing work by cutting, digging, or otherwise, and shall not cut or alter the work of any other, except with the prior approval of the Project Manager.

8. **Notice and Communication.** Any notices or other communications required under this Contract ("Notice") shall be in writing and delivered by courier, email, or personal delivery, addressed to the other Party as set out on the Purchase Order or such other address as the Party may give Notice of under this Section. A copy of any Notice to CNL shall be delivered to the attention of CNL Legal Department, 286 Plant Road, Chalk River, ON. "**Business Day**" means any day other than Saturday, Sunday, or a holiday observed by receiving party or a day on which receiving party's offices are not open for business, and ends at 5:00 p.m. Eastern Standard Time. If sent by courier or personal delivery, delivery of the Notice shall be effective on the date of receipt (if delivered on a non-Business Day of the recipient, the next Business Day). If sent by email, delivery the Notice shall be effective on the date sent (if sent on a non-Business Day of the recipient, the next Business Day).

9. **Changes.**

- (a) The Project Manager or CNL may, at any time, make changes by altering, varying, reassigning, adding to, or deducting from the Work (a "Change") by preparing a Notice of the change (a "Change Notice") and providing same to the Contractor.
- (b) Instructions are deemed to be duly given to the Contractor if recorded in the minutes of a meeting, delivered to the general superintendent or foreman of the Contractor, delivered in writing to the individual, a member of the firm, or an officer of the corporation for whom they are intended, or if delivered pursuant to the Notice provision hereof. If the Contractor believes any written instruction received from CNL constitutes a Change, the Contractor will give CNL Notice within five (5) business days after receipt of such instructions (a "Change Request"), and in any event, before proceeding to execute the instruction.
- (c) A Change Request must include a budget and, if applicable, a revised Construction Schedule reflecting changes in cost, time, or both arising from such Change. The Change Request must be delivered to CNL within ten (10) days after receipt of instructions or Change Notice as applicable. If approved, CNL will prepare a Change/Update of the Purchase Order for this Agreement, setting forth the terms of such Change, including any change to the budget and/or Construction Schedule for execution by both Parties (the "Change Order").
- (d) No Change in the Work will be effected unless authorized by a Change Order or other written authorization by CNL as provided hereunder. If the Contractor proceeds with any Change without such Change Order, CNL is under no obligation to pay for such unauthorized work or to allow any schedule changes with respect thereto.
- (e) The Contractor shall carry out all such alterations, variances, reassignments, additions, or deductions upon receipt of such Change Order. Notwithstanding any disagreement or dispute between the Parties as to any of the provisions of this Section, there will be no interruption of the Construction Schedule pending settlement or resolution of such dispute or disagreement unless so directed by CNL.

10. **Inspection.**

- (a) The Project Manager shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and inspection.

- (b) If the Contract, the Project Manager's instructions, or federal or provincial laws or regulations require any portion of the Work to be specially tested or approved, the Contractor shall give the Project Manager timely Notice of its readiness for inspection. If the inspection is by any authority other than the Project Manager, advise the Project Manager of the date fixed for such inspection.
- (c) Inspections by the Project Manager shall be made within a reasonable time. If any Work should be covered without approval or consent of the Project Manager, the Contractor shall, if required by the Project Manager, uncover such Work for examination and subsequently recover it all at the Contractor's expense.
- (d) The Project Manager may order re-examination of any Work. If such re-examination shows the Work to comply with the provisions of the Contract, CNL shall pay the cost of re-examination, but if it shows that the Work does not so comply, the Contractor shall pay all associated costs.
- (e) Neither the making of any inspection, failure to make an inspection or lack of thoroughness of any inspection of the Work, nor the failure of an inspection to observe defective workmanship or materials, shall relieve the Contractor from being responsible for any failure to supply Materials and complete the Work strictly in accordance with the Contract.
- (i) return, at the Contractor's expense, of any rejected Materials, and a full and prompt refund by the Contractor of any amount paid by CNL under this Contract,
- (ii) prompt replacement of any rejected Materials or re-performance of the rejected Services, or both, at the Contractor's expense, and
- (iii) termination of the Contract by Notice effective when received by the Contractor.
- (d) CNL shall not be liable for any restocking or other charges for rejected Materials returned to the Contractor.
- (e) If the Contractor has failed to correct or remedy a breach, defect, or deficiency in the Provision of the Work, the Contractor shall pay to CNL, immediately upon demand by CNL, an amount equal to all costs, charges, expenses, and damages incurred, or sustained by CNL by reason of the breach, defect, or deficiency. Acceptance, deemed or otherwise, shall not constitute compliance with the Contract.

11. **Testing of Work.**

- (a) The Project Manager may conduct quality control testing to establish the acceptability of Materials used on the Work. CNL may engage private engineering consultants, in which instance will be agents of CNL on matters regarding the acceptability of Materials.
- (b) The Project Manager may order re-testing of questioned Work. If such re-testing shows the Work to comply with the provisions of the Contract, CNL shall pay the cost of re-testing.
- (c) In the event that testing shows that the Work does not comply with the provisions of the Contract, the Contractor shall pay all associated costs of the testing performed. If the Project Manager deems further testing to be advisable because the result of initial testing is inconclusive, further testing shall be completed at the Contractor's expense regardless of the result.
- (d) Testing which is paid for by CNL will be carried out at the discretion of CNL or the Project Manager and shall not be subject to direction or control by the Contractor.
- (e) The Contractor shall not rely on CNL's or the Project Manager's testing program for its quality control, but shall instigate such testing as is required to ensure that the Work complies in all respects with the requirements of the Contract.

12. **Acceptance of Work by CNL.**

- (a) Except as otherwise provided in the Purchase Order, any Materials and Services under this Contract may be rejected by CNL unless such Materials and Services conform in all material respects to the Contract. CNL may refuse to pay for Materials and Services that are rejected, or require a refund for the amounts paid to the Contractor in relation to the rejected Materials and Services, which the Contractor shall promptly pay. Neither payments made to the Contractor, nor any other action or inaction by CNL, shall constitute acceptance by CNL of any Materials and Services.
- (b) Unless a different period is set out on the Purchase Order, CNL shall have thirty (30) days from completion of the provision of Materials and Services (the "Acceptance Period"), to reject, in whole or in part, the Provision of Materials and Services by issuing to the Contractor a Notice of rejection failing which acceptance shall be deemed.
- (c) Rejection of the Materials and/or Services by CNL within the Acceptance Period, or failure by the Contractor to provide the Materials and/or Services in accordance with the Construction Schedule, other than for reasons beyond the reasonable control of the Contractor (or its subcontractors), will entitle CNL, without liability and in addition to any other rights and remedies provided by law, to any one or combination of the following remedies:

13. **Confidentiality.** The Contractor shall keep all information, in whatever form, provided by CNL or developed hereunder (the "Confidential Information"), in strict confidence and use it solely for the purposes of carrying out its obligations under this Contract. The obligations of the Consultant with respect to any particular portion of the Confidential Information shall not extend to Confidential Information that was in the public domain at the time it was disclosed or becomes part of the public domain after disclosure, was known to the Consultant at the time of the disclosure or becomes known to the Consultant without breach of this confidentiality obligation, or is rightfully obtained from third parties.

14. **Privacy.** The Contractor shall comply with the requirements of the Privacy Act, as if the act applied to the Contractor.

15. **Title Transfer.** All Materials and the interest of the Contractor in all licenses, powers, and privileges acquired, used or provided by the Contractor for the Work, will from the time of being so acquired, used, or provided, become the property of CNL for the purposes of the Work unless:

- (a) in the case of Materials, CNL indicates that it is satisfied such Materials will not be required for the Work, or they are rejected in accordance with Section 13; and
- (b) in the case of licenses, powers, and rights, CNL indicates that it is satisfied that the interest vested in CNL therein is no longer required for the purposes of the Work.

16. **Ownership of Property.** Unless otherwise stated on the Purchase Order, ownership of all recorded information including all designs, technical reports, photographs, drawings, plans, specifications, and computer software, whether susceptible to copyright or not ("Documentation"), which is first produced, written, prepared, developed, or reduced to practice ("Produced") by the Contractor or any of its personnel in the performance of this Contract, shall be delivered to CNL and shall, as of the time Produced, vest in and remain with CNL. The foregoing assignment of rights will not apply to any of the Contractor's pre-existing documentation or pre-existing intellectual property rights used in Producing such Documentation ("Background IP"), which shall vest in and remain with the Contractor. The Contractor hereby grants to CNL and its affiliates an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, and modify the Background IP supplied by the Contractor or its personnel in the performance of this Contract, as CNL or its Affiliates determine necessary to fully use (including to directly or indirectly operate, maintain, and repair) and benefit from the Work and associated rights supplied under this Contract.

17. **Materials; Liability for Loss.**

- (a) The Contractor is liable to CNL for loss or damage to Materials excepting damage resulting from reasonable wear and tear and damage caused by the negligence of CNL, its servants, or agents. Risk of loss for the Materials shall pass to CNL upon issuance of a Construction Completion Certificate in respect of the Work.
- (b) Unless the Specifications state otherwise, all Materials supplied by or through the Contractor for the Work shall be new, of high grade, quality and condition, and in compliance with the requirements of the Contract. Materials which are not specified

shall be of a quality best suited to the purpose required and their use subject to the approval of the Project Manager.

- (c) The Contractor, at its own cost, shall store all Materials until they have been incorporated into the completed Work. All Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work and shall be protected from vandalism and theft. Materials, and also materials supplied by CNL, shall be stored so as to facilitate prompt inspection.

18. **Limitation of Liability.** Except as otherwise provided, neither Party will be liable to the other Party for any indirect, consequential, incidental, exemplary, special, or punitive damages arising, directly or indirectly, under this Contract.

19. **Warranty.** Any Work performed by the Contractor hereunder shall be warranted by the Contractor for a period of twelve (12) months after acceptance of such Work by CNL in accordance with Section 12, or such other time period as may be specified on the Purchase Order (the "**Warranty Period**"). In the event that the Work provided fails to comply with the Specifications or the Standards of Performance during the Warranty Period, such Work shall be resupplied or re-performed by the Contractor without charge within thirty (30) days of Notice, and the Warranty Period shall be extended for the re-supplied or re-performed Materials and Services for a period of twelve (12) months from the date of acceptance of the re-supplied or re-performed Materials and Services. If such defects are not capable of being corrected within such thirty (30) day period, The Contractor shall commence cure of such defects in accordance with a schedule (incorporating timelines based on reasonable diligence) approved by CNL. In the event of the Contractor's failure to correct, replace, or re-perform non-conforming Materials and Services, as applicable, promptly to CNL's satisfaction, CNL, after reasonable Notice to Contractor, may make such corrections or procure such conforming Materials from third parties or perform Services (either itself or through third party Contractors) and charge the Contractor for any costs incurred by CNL in doing so.

20. **CNL Remedies.** All rights and remedies of CNL set forth in this Contract, or existing at law or in equity, shall be cumulative and may be exercised concurrently. Nothing set out herein shall limit any remedy that CNL may otherwise have in law or equity.

21. **Insurance.** During provision of the Work and until the expiry of the Warranty Period, the Contractor shall, at its sole expense, maintain in full force and effect, the following:

- (a) Commercial General Liability Insurance covering bodily injury (including death) and property damage in an amount not less than five million dollars (\$5,000,000) inclusive per occurrence and such policy shall include:
- (i) CNL and its designees as additional insureds;
 - (ii) cross-liability and severability of interests clause(s);
 - (iii) broad form written contractual liability coverage;
 - (iv) non-owned automobile coverage;
 - (v) contingent employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence; and
 - (vi) waiver of subrogation rights;
- (b) a provision whereby CNL shall be given thirty (30) days' Notice of any proposed cancellation of the coverage afforded by such policy;
- (c) Automobile Liability insurance in an amount not less than two million dollars (\$2,000,000) inclusive per occurrence; and
- (d) where applicable, property insurance with limits sufficient to cover the full replacement cost value of all property of the Contractor while on the premises of CNL, which shall include a waiver of subrogation in favour of CNL.

22. **Workers' Compensation.** The Contractor shall be, at all times, registered with the workplace safety and insurance board under the applicable provincial workplace safety and insurance legislation and shall maintain its workers' compensation accounts in good standing, pay all applicable dues, assessments, and fees, and provide CNL with evidence of good standing upon request;

23. **Audit.** The Contractor will maintain and retain for the longer of two years after the completion of the Work, or until the final resolution of any

outstanding dispute between CNL and the Contractor, all internal books and records pertaining to the Work in sufficient detail and condition to permit inspection, review, and/or audit of such books by CNL, AECL, or either of their authorized representatives. CNL or AECL and their authorized representatives shall have the right to conduct such inspection, review, and/or audit of such books and records upon five (5) days' Notice to the Contractor.

24. **Subcontracting and Assignment.** The Contractor may not assign or subcontract, in whole or in part, any of its rights or obligations under this Contract without CNL's prior written consent. Any assignment in violation of this Section is void and of no effect. The Contractor's permitted assignment or subcontracting of any part or all of this Contract will not relieve the Contractor of its obligations, liabilities and responsibilities hereunder. The Contractor shall remain fully liable for the provision of Materials and Services, and no such subcontract shall create any contractual relationship between any subcontractor and CNL. Any permitted assignment shall not relieve the Contractor of its obligations hereunder. CNL may assign this Contract or any of its rights or obligations hereunder upon Notice to the Contractor. This Contract shall enure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns.

25. **Independent Contractor.** The Contractor is, and shall remain at all times an independent contractor in connection with the Contract and the Contractor is not and shall not represent the Contractor to be, an agent, joint-venturer, partner, employee, or representative of CNL

26. **Use of Name.** Neither the Contractor nor any representative of the Contractor shall utilize the name or trade-marks of CNL or any of its affiliates in any communications, including any customer lists, without the express prior written authorization of CNL.

27. **Site Requirements.** If the Work is to be performed on CNL property, the Contractor will comply with CNL's Special Conditions for the applicable CNL property available in the Vendor Portal. The Contractor will at all times follow the instruction and direction of all CNL staff.

28. **Fees.** The consideration for the provision of Materials and Services shall be the amount set out on the Purchase Order exclusive of any Sales Taxes ("**Fees**"). Unless otherwise specified in the Purchase Order, CNL shall not be responsible for any costs, expenses, or amounts in respect of the Work other than the Fees, including travel time, standby time, incremental overtime rates, mileage, transportation, meals, travel costs or accommodation. In the event that the compensation is based on unit prices, the Project Manager shall determine the quantities of the Work performed, and these determinations shall be final and binding. Any invoice from the Contractor shall be prepared based on these determinations. All amounts payable hereunder are expressed in Canadian dollars, unless otherwise provided on the Purchase Order.

29. **Taxes.** In addition to the Fees set out in the Purchase Order, CNL shall pay the Contractor any applicable goods and services tax payable under the *Excise Tax Act* in respect of such Fees and any provincial sales tax or harmonized sales tax applicable (collectively "**Sales Taxes**"). The Contractor shall remit all such Sales Taxes to the appropriate governmental authorities.

30. **Invoicing and Payment.**

- (a) The Contractor will issue invoices and supporting documentation as set out in the payment schedule, if applicable, or monthly. All invoices will be issued no later than 90 days after completion of the Work and the Consultant is deemed to have waived all charges and fees not invoiced within such 90 days. All invoices delivered by the Consultant must meet CNL's requirements, and at a minimum provide:
- (i) The applicable Purchase Order number;
 - (ii) Description of the Work, including reference to the applicable Purchase Order line item and dollar amount in accordance with the Purchase Order line item value(s);
 - (iii) any taxes payable by CNL, shown as separate items; and
 - (iv) the Contractor's GST Registration Number.
- (b) All invoices and supporting documentation must be sent via email to payables@cnl.ca as a PDF attachment. All emails must contain the Purchase Order number and invoice number(s) in the subject line of the email, with each attached PDF named by Purchase Order number and invoice number(s).

- (c) Multiple invoices in one PDF will be accepted provided all the invoices are associated with the same Purchase Order number. PDF's received that include invoices belonging to multiple Purchase Order numbers may be returned and not processed for payment.
 - (d) General enquiries regarding invoicing may be sent to: payables@cnl.ca or by telephone at: 613-584 8276
 - (e) Undisputed invoices will be payable within thirty (30) days following the date of CNL's receipt of a complete invoice. Each invoice will be subject to verification by CNL. CNL shall have the right to withhold payments due to the Contractor hereunder and apply same to the payment of any obligations of the Contractor to CNL. Such withholding of disputed amounts shall not be deemed a breach of this Contract nor shall any interest be charged on such amounts.
 - (f) CNL will provide the Contractor with Notice of any disputed invoice, or portion thereof, which shall indicate the amount withheld and the reason for withholding payment. Any undisputed portion of an invoice shall be paid in accordance with subsection (e) above. The Parties will negotiate in good faith and discuss any disputed amount. The Parties agree that the Consultant may be paid in accordance with any further written agreement between the Parties regarding the amount to be paid in satisfaction of the Contractor's claim. The payment of any invoice shall not prejudice CNL's right to dispute such invoice.
 - (g) Final payment to the Contractor shall not relieve the Contractor of any of its obligations or liabilities under this Contract.
31. **Termination.**
- (a) If the Contractor is in default of this Contract, CNL may, at its option, either:
 - (i) provide written Notice to the Contractor specifying the default and requiring the Contractor to remedy the same (the "Default Notice"), and if the Contractor does not commence remedying the default within five (5) days following receipt of the Default Notice (or such other period as may be agreed to by CNL in writing) and remedy the default within fifteen (15) days following the receipt of the Default Notice (or such other period as may be agreed to by CNL in writing) then CNL may issue a Notice to the Contractor terminating this Contract in whole or in part (the "Termination Notice"); or
 - (ii) issue a Termination Notice to the Contractor terminating this Contract immediately in whole or in part.
 - (b) Without prejudice to any other rights or remedies it may have in law or in equity, CNL may terminate this Contract, or any part of the Provision of Materials and Services, without cause at any time prior to completion of the Provision of Materials and Services, by issuing a Termination Notice to the Contractor setting out the termination date (the "Notice Period") and the portion of the Materials and Services, if any, the Contractor is required to provide during the Notice Period.
 - (c) Upon termination of this Contract, all Materials and Deliverables provided, up to and including the termination date, shall be the property of CNL. The Contractor shall deliver all products of the Work and work in progress in connection with this Contract to CNL as at the effective date of termination, together with any other documentation or information necessary for CNL to complete, or have completed, the provision of Materials and Services hereunder by the Contractor. CNL shall pay the Contractor all accrued unpaid amounts due to the Contractor for accepted Materials provided and Services completed, including during the Notice Period. The Contractor shall not be entitled to any further payment or compensation arising from or connected with the early termination of this Contract.
32. **Suspension.** CNL may suspend performance of this Contract, in whole or in part, at any time upon written Notice to the Contractor. Upon written Notice by CNL to the Contractor requesting resumption of performance, the Contractor shall promptly resume performance of this Contract to the extent requested by CNL. The Construction Schedule shall be extended by a period equal to the period of suspension unless otherwise agreed to by the Parties. The Contractor shall not be entitled to any further payment or compensation arising from or connected with the suspension of this Contract.
33. **Force Majeure.** In the event that either Party is delayed or unable to perform any part of its obligations under this Contract due to circumstances that were not foreseeable and were beyond the reasonable control of such Party, including acts of nature or the elements, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, an event of "Force Majeure"), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall lack of funds or economic hardship, failure to obtain necessary licenses or approvals, import or export restrictions or customs clearance or compliance, or strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall Notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other Party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the Contract pending resolution of the Force Majeure, or terminate the Contract.
34. **Severability.** If any term, condition, or provision of this Contract is determined to be illegal, void, or unenforceable, that provision will be severed from this Contract to the extent required and the remaining provisions will continue in full force and effect.
35. **Waivers.** No waiver of any obligation or any breach of any provision of this Contract will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.
36. **Survival.** All provisions of this Contract, which are by their nature intended to survive the expiration or termination of this Contract, will survive such expiration or termination.
37. **Interpretation.** The insertion of headings in this Contract is for convenience only and shall not affect the scope, intent, or interpretation of any provision. Words importing the singular number shall include the plural and vice versa. Words importing the neuter gender shall include the masculine and feminine genders, and words importing person shall include firms and corporations and vice versa. "Including" or "includes" means "including without limitation" or "including but not limited to" and are not limited by phrases or words which precede or succeed such words.
38. **Governing Law and Attornment.** This Contract is governed by and will be construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Conflict of laws, principles, or rules that would impose the laws of any jurisdiction other than the laws of Ontario (or Canada where applicable) on the construction of this Contract shall be excluded. The Parties attorn to the exclusive jurisdiction of the Ontario courts with respect to any matter arising under the Contract.
- Entire Agreement.** The Contract forms the entire agreement of the Parties in respect of the Work. CNL shall not be bound by any terms proposed in the Contractor's proposal, invoice or other form of document which add to, vary from, or conflict with the Contract Terms.