

NORTH AMERICA ADDENDUM – GOODS & SERVICES

Buyer Name: _____

Seller name: _____

PO#: _____

This Addendum, effective as at the date of signing, modifies the purchase order/contract, or other agreement to which it is attached/referencing (the "Amended Contract"). **Notwithstanding any term in the Amended Contract, the parties agree that this Addendum shall govern and take precedence over any provisions in the Amended Contract or any related documents that conflict with, or addresses the subject matter of any provisions contained in this Addendum.**

1. Warranty. Seller warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Seller shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Seller hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Amended Contract. In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Seller will repair or replace such Goods at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods or (ii) eighteen (18) months from Seller's delivery date (at the applicable Incoterms point of delivery quoted by Seller). Seller's warranty on Services performed by Seller will be in effect (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Seller's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Seller's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases. Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Seller for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming part(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations. **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSIIVE OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**

2. Force Majeure. Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

3. Payment; Taxes. 100% of invoice amount is due within 30 days from the date of a valid invoice from the Seller by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If any payment falls in arrears the Seller shall have the right to cancel or postpone performance of the Amended Contract wholly or in part. Prices do not include and Buyer shall be responsible for sales, use, or excise taxes/duties.

4. Title & Risk. Legal and beneficial ownership of the Goods shall remain vested in the Seller until full payment of the contract price has been made. The Goods will be at the Buyer's risk from the time of delivery, or if delivery is delayed for any reason due to the Buyer's fault from the time that delivery should have taken place.

5. Indemnity. Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others and Seller does not agree to any other indemnity not set forth herein. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident. Any duty to indemnify hereunder is conditioned upon Buyer: (i) making no statement prejudicial to Seller, (ii) providing prompt and detailed notice to Seller of any such claim; (iii) tendering the defense/settlement to Seller with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Seller.

6. Insurance. Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Seller's employees. If requested, Seller will provide an ACORD

form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

7. Limitation of Liability. Notwithstanding anything to the contrary contained in the Amended Contract and save to the extent this limitation is prohibited by law: (i) Seller's total liability pursuant to the Amended Contract whether by way of indemnity, for breach of contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the total Amended Contract price. (ii) Seller shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon contract, tort, strict liability in tort, negligence or indemnity.

8. IP. All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by the Seller, or which arise under or in the course of the Seller's performance of the Amended Contract, are, shall be and shall remain the Seller's absolute property. The Seller shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods.

9. Termination. In the event of termination for Buyer's convenience, Seller shall be reimbursed for the reasonable Direct Costs incurred by Seller in performing the Amended Contract until termination and for its costs in effecting such termination, notwithstanding any other provision of the Amended Contract. "Direct Costs" means such direct costs borne and incurred by Seller associated with the Amended Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin. If Seller fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Seller's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Amended Contract upon payment to Seller for work performed until the time of termination.

10. Other On-site/Service Provisions; Misc. Seller's on-site employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. If there are any delays caused by anyone other than Seller, the time and expense of the same shall be charged to Buyer. Seller is an independent contractor and shall provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task. Seller is not responsible for supervision, property or employees of others, including health, safety, or security. Buyer shall advise Seller's in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site. Seller shall not be required to take (or refrain from taking) any action, or to enter or remain in any area, where he/she reasonably determines that it would be unsafe. "Services" means as set forth in this Addendum: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Seller, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Seller.

11. Severance. If any provision of this Addendum is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

12. Governing Law & Jurisdiction. The exclusions, limitations, disclaimers, terms, and conditions set forth in this Addendum shall control at all times and survive any breach, termination, or cancellation of the Amended Contract. The Amended Contract shall in all respects operate and be governed by New York law and New York forum if the Seller's principal office is located in the US and Ontario and Ontario forum if the Seller's office is located in Canada. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais. To the extent permitted by law, Buyer's rights and remedies shall be deemed sole and exclusive, in place of those at law and equity.

The exclusions, limitations, disclaimers, terms, and conditions set forth in this Addendum shall remain in effect at all times and survive any breach, termination, or cancellation of the Amended Contract.

BUYER:

_____ (Signature of Authorized Representative)

_____ (Name and Title)

_____ (Date)

SELLER:

_____ (Signature of Authorized Representative)

_____ (Name and Title)

_____ (Date)