

STANDARD TERMS AND CONDITIONS (CANADA)

1. **TERMS OF AGREEMENT.** These terms and conditions, the Purchase Order to which these terms and conditions are attached, and any specifications, exhibits, instructions, drawings, and other written attachments to the Purchase Order constitute the entire and exclusive agreement (collectively the “**Agreement**”) between Buyer and Seller for the purchase of the Products and Services described in the Purchase Order. This Agreement supersedes all prior and contemporaneous oral and written communications relating to the same Products or Services described in the Purchase Order. Any terms or conditions contained in any invoice or other document Seller submits to Buyer with respect to the transaction shall be ineffectual, null and void, and at all times the terms of this Agreement shall control. Notwithstanding the foregoing, if there is a written master agreement executed between Buyer and Seller covering the procurement of the Products or Services described in the Purchase Order, the terms of such master agreement will prevail over any inconsistent or conflicting terms in this Agreement.
2. **DEFINITIONS.** “**Claims**” means any or all of the following: claims, liabilities, damages, penalties, personal injuries, losses, judgments, costs, or expenses (including reasonable fees of counsel and expenses and other legal costs, in each case on a full indemnity basis), including without limitation those related to the injury or death of persons and the damage or destruction of property. “**Products**” means the goods to be purchased by Buyer as specified in the Purchase Order. “**Services**” means the services that Seller is to perform for Buyer as specified in the Purchase Order. “**Affiliate**” in relation to any entity (which includes a limited partnership or a joint venture), means any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, and the word “controls” means (i) the ability, directly or indirectly, to effect the direction of the management or policies of the entity, or (ii) holding, whether directly or indirectly as owner or other beneficiary, securities or ownership interests sufficient to elect or appoint 50% or more of the individuals who are responsible for the supervision or management of such person, whether direct or indirect and whether through the ownership of securities or ownership interest or by contract, trust, or otherwise. “**Buyer Indemnified Parties**” means (a) Buyer and its Affiliates (and the Buyer’s limited partners where Buyer is a limited partnership), (b) the owner of the wind farm project (if such owner is not the Buyer) for which the Products or Services are intended to be used and its Affiliates (and such owner’s limited partners where such owner is a limited partnership), (c) those for whom Buyer may act as agent, and (d) each of the respective directors, officers, shareholders, employees of any of the entities referenced in subsections (a) to (c) above inclusive.
3. **PRICES.** Seller represents that the prices and other material terms reflected in this Agreement are the same as or better than those offered to any other customer of Seller for similar goods and/or services purchased in similar quantities.
4. **INVOICES AND TAXES.** Invoices must contain the following information (when applicable): material number, description of the Products and/or Services, quantities, unit price, freight charges, any holdback retained pursuant to Section 23, and totals. Seller will issue an invoice within ten (10) days following the end of the month in which the Products or Services are delivered. Buyer shall have no liability for payment of any invoices which are not issued within the foregoing time requirement. Each invoice will be due and payable thirty (30) days following its receipt by Buyer, subject to holdback if applicable.

Seller is responsible for all taxes, duties, tariffs, fees, imposts, levies, charges (including customs duties and import charges), and other costs whatsoever, other than any applicable Sales Taxes. To the extent that applicable laws in Canada require Seller to collect from Buyer any sales, use, service, value added, goods and service, or harmonized sales taxes with respect to any Products or Services provided by Seller under this Purchase Order (collectively, “**Sales Taxes**”), then (1) Seller shall reflect such Sales Taxes separately other amounts stated on the invoice and Seller shall comply with all invoicing disclosure requirements including those prescribed by the Input Tax Credit Information (GST/HST) Regulations under the *Excise Tax Act* (Canada), and any other applicable law in Canada, (2) Buyer shall pay Seller the Sales Taxes that are legally payable by Buyer as reflected on such invoice or Buyer may contest such amount if Buyer believes the payment of any such tax would be in error, and (3) Seller shall pay and remit all applicable Sales Taxes to the appropriate taxing authority in a timely fashion and shall indemnify and hold Buyer Indemnified Parties harmless from any failure by the Seller to collect, remit or pay such Sales Taxes. Seller represents that, for purposes of the *Excise Tax Act (Canada)* (the “**ETA**”), Seller is not a non-resident of Canada, is carrying on business in Canada, and is registered pursuant to Part IX of the ETA. If Seller is no longer registered under Part IX of the ETA or becomes a non-resident of Canada under the ETA, Seller shall promptly notify Buyer of such status change and shall comply with the ETA in respect of such non-residency status.

Notwithstanding anything else contained herein, if any amounts (including, without limitation, any taxes) are required by applicable laws in Canada to be deducted, withheld, and/or remitted by Buyer from any amount payable to or for the benefit of the Seller pursuant to this Agreement, Buyer shall be entitled to withhold, deduct, and remit such amounts from any payments otherwise owing to Seller under this Agreement.
5. **PACKAGING AND PACKING.** All Products must be suitably packaged and prepared for shipment in accordance with best commercial practices. Packing lists should

accompany all Products and shall include the Purchase Order number and, when applicable, a description and the quantity of items shipped. Buyer shall advise Seller in writing, within ten (10) days of date of discovery, of any loss or damage or defect resulting from inadequate or improper packaging or packing. Seller shall be solely responsible for any such losses, damages, or defects.

6. **SHIPPING.** If Seller is responsible for shipping, Seller shall ensure that the Products are transported safely, within the time required, and at the lowest transportation cost in compliance with the requirements of carriers and of Buyer, all as set forth in the Purchase Order, and Seller shall be the “importer of record” for all items relating to the Products or Services. Buyer shall advise Seller in writing, within ten (10) days of date of discovery, of any loss, damage or defect resulting from the shipping of Products. Seller shall be solely responsible for any such losses, damages, or defects.
7. **DELIVERY.** Time is of the essence in Seller’s performance of its obligations under this Agreement. If Seller is responsible for shipping, Seller shall immediately notify Buyer of any anticipated or potential delay in the delivery date. In addition to any other rights or remedies, Buyer may cancel all or any part of this Agreement for Seller’s failure to deliver in strict accordance with the delivery terms set forth in the Purchase Order. Delivery shall not be deemed to be complete until the items have been received and accepted by Buyer. Title to Products shall transfer to Buyer upon the earlier of payment (less any applicable holdback) or actual delivery to Buyer at the destination point designated on the Purchase Order. Notwithstanding the foregoing, risk of any and all loss or damage to Products shall remain with Seller until actual delivery to Buyer at the destination point designated on the Purchase Order, subject to receipt and acceptance by Buyer and the right of Buyer to advise Seller of any loss, damage, or defect under Section 6.
8. **CHANGES.** Buyer may at any time request changes in writing including but not limited to changes in the specifications, packing, shipment means, quantities, delivery time, and delivery place. If any such change causes a decrease in the costs or time required for performance, Seller shall immediately notify Buyer, and such decrease shall be for Buyer’s account. Any claim for an equitable or other increase under this clause is waived unless asserted in writing within five (5) days from Seller’s receipt of change request from Buyer. No changes, adjustments, revisions, or modifications to this Agreement shall be valid unless in writing and signed by an authorized representative of Buyer.
9. **WARRANTY.** Seller warrants that all Products and Services delivered pursuant to this Agreement shall (a) strictly conform with all applicable standards and specifications described in the Purchase Order (including without limitation information on functional performance, material content, size, appearance, etc.), (b) be free from all defects in workmanship and material, including latent defects, (c) be free from defects in design and suitable for their intended purpose, (d) be performed in accordance with

good engineering and operating practices using the skill, care, integrity and diligence as would reasonably and ordinarily be expected to be exercised by a prudent and established operator of the project for which the Products and Services are intended to be used, and (e) be free and clear from all claims, security interests, hypothecs, liens, or encumbrances of any kind. This warranty, and all other warranties of the Seller pursuant to this Agreement and any express or implied warranties arising under applicable laws, shall survive inspection, delivery, and payment, shall automatically run to Buyer and its successors, assigns, customers, and the users of the Products, and shall not be deemed to be exclusive. If Buyer notifies Seller that the Products or Services do not conform with any such warranties, then Buyer (in addition to any or all other rights under this Agreement or at law) may, at its option: (i) reject and return them at Seller’s expense and obtain a full refund of any monies paid, (ii) require Seller, within the time period specified by Buyer, to make and complete all necessary repairs, replacements, or adjustments to correct such nonconformity at Seller’s expense, and/or (iii) correct or have corrected such nonconformity, using the Buyer’s own forces or through other consultants or contractors, at Seller’s expense. Seller shall also promptly reimburse Buyer for all costs and expenses incurred by Buyer as a result of a breach of any of these warranties.

10. **SERVICES AND INTANGIBLES.** Unless otherwise noted in this Agreement, any items, materials, data, information and intellectual property developed or created by Seller in the fulfillment of Products or Services ordered under this Agreement (“**Work Product**”) is owned by the Buyer and all right, title, and interest, including without limitation copyright interest, shall belong exclusively to Buyer. Seller does hereby assign, and agrees to assign, all right, title and interest to such Work Product, and the intellectual property rights therein, to Buyer, and shall obtain similar assignments from any employees, agents and/or subcontractors involved in the creation or development of such Work Product. Notwithstanding the foregoing, Buyer acknowledges that the Seller remains the owner of all of the Seller’s intellectual property in existence prior to the date of the Purchase Order and any improvements to such existing intellectual property developed or created during the course of the this Agreement (collectively, “**Seller Background IP**”). Seller grants to Buyer a fully paid, non-exclusive, worldwide, transferable (with the right to assign and sub-license), royalty-free, irrevocable, perpetual licence of the Seller Background IP to use, make, have made, import and export any of the Seller Background IP to the extent necessary for Buyer to fully enjoy and exploit the Products or Services ordered under this Agreement. Seller shall obtain similar licenses from any employees, agents and/or subcontractors involved in the creation or development of such Seller Background IP. Seller warrants that it has the right and unrestricted ability to assign the rights to the Work Product and to license the Seller Background IP, and that the Work Product and Seller Background IP, and Buyer’s use of the Work Product and

Seller Background IP, does not and will not infringe upon, pass off, or violate any third party's intellectual property rights or any other proprietary rights. Seller agrees to indemnify and hold Buyer Indemnified Parties harmless from and against any and all Claims resulting from any actual or alleged infringement.

11. COMPLIANCE WITH LAW. Seller warrants that it has and will render all goods, services, and obligations required under this Agreement in strict compliance with all applicable federal, provincial, and local laws, rules, regulations, codes, and orders in Canada and the United States of America including without limitation the Canadian *Corruption of Foreign Public Officials Act*, the American *Foreign Corrupt Practices Act*, and all other applicable laws. Seller hereby agrees to indemnify and hold the Buyer Indemnified Parties harmless for any and all Claims incurred by Buyer Indemnified Parties directly or indirectly arising from any failure of Seller to comply fully with the requirements of this Agreement or any applicable law, rule, regulation, code, or order, or for any Claim related to the use of any Products or Services supplied to Buyer by Seller under this Agreement. Seller shall provide certifications of such compliance and sufficient data to support such certifications, either generally or specifically, promptly upon request of Buyer. Without limiting the generality of the foregoing, Seller warrants that all Products supplied to Buyer shall comply with all federal, provincial, and local hazardous substance and consumer product health and safety laws and regulations.

12. CONFIDENTIALITY. If Buyer (or an Affiliate of Buyer) and Seller have entered into a Non-Disclosure Agreement (“NDA”) which covers disclosure of confidential information, then the confidentiality obligations of the NDA shall be automatically deemed to be incorporated by reference into this Agreement and with a term that shall run until the later of: (i) two years after completion of Seller's obligations under this Agreement, and (ii) the term of the NDA. If there is no NDA as contemplated in the previous sentence, Seller shall keep all information, data, documents, and other items provided by Buyer, including all proprietary rights embodied therein, (“*Confidential Information*”) confidential and secret, and shall not now nor hereafter disclose such Confidential Information to any person or entity without the express written consent of Buyer. Confidential Information also includes the existence of this Agreement and its terms. Seller shall not use, disclose, or reproduce Confidential Information for any purpose except as necessary for the performance of work under this Agreement. Upon the earlier of Buyer's written request or completion of this Agreement, Confidential Information shall be disposed of or returned to Buyer promptly and in accordance with Buyer's written instructions. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any proprietary and/or confidential information disclosed to Seller. Any information furnished by Seller to Buyer in connection with this Agreement shall not be deemed to be confidential information and shall be acquired free from any

restriction as part of the consideration for this Agreement, unless otherwise agreed upon in writing by the parties. Seller acknowledges that it is aware that (a) the Confidential Information being furnished to it contains material, non-public information regarding Buyer and/or its Affiliates, and (b) securities laws of the United States of America and Canada prohibit any persons who have material, nonpublic information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of a company using such information or from communicating such information to any person (including its Affiliates) under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. Seller further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information.

13. ASSIGNMENT/SUBCONTRACTING. Seller may not assign any of its rights or delegate any of its obligations under this Agreement, whether voluntarily or involuntarily or by operation of law or merger or in any other manner, without the prior written consent of Buyer. Seller shall not enter into a subcontract for any part of this Agreement, without Buyer's written consent. However, Seller is not prohibited from purchasing standard commercial articles, raw materials, or other supplies specified in this Agreement if these are typically purchased by Seller in the normal course of business. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Buyer may assign this Agreement or any of its interests hereunder in whole or in part to any entity, without the consent of Seller, and provided that such assignee agrees to assume the obligations and liabilities of Buyer hereunder, Seller agrees that Buyer is fully and finally released from such obligations and liabilities. In addition, Buyer may assign this Agreement to any lender or equity investor providing any financing (development, construction or permanent) in respect of any project or projects owned by Buyer or any of its Affiliates, provided that any such assignment to any such lender or equity investor shall not release Buyer from its performance obligations hereunder. Seller shall cooperate with Buyer with respect to any assignment by Buyer under this Section 13, including by executing any documentation required by Buyer including a consent to collateral assignment on standard market terms if so requested by Company.

14. TERMINATION. Buyer may terminate this Agreement for any or no reason, upon written notice to Seller. Upon receiving such notice, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs under the terminated Agreement. Buyer's sole liability to Seller shall be for items completed and delivered to Buyer in accordance with the terminated Agreement and for Seller's reasonable costs to the date of termination, such costs being solely attributable to the

terminated Agreement and not being recoverable from other sources. No allowance shall be made for any overhead costs or anticipated profits. Buyer shall have no further payment obligations or liabilities in connection with any termination.

15. DEFAULT. If (a) Seller fails to perform or make delivery pursuant to this Agreement when applicable, (b) the Products or Services do not conform to the standards, specifications, or other contractual requirements, or (c) in Buyer's reasonable opinion, Seller's ability to perform is endangered or impaired, then Buyer may, at its sole option, provide notice and a ten (10) day period within which Seller may cure such defaults. If Seller fails to cure the default Buyer may terminate the Agreement for cause, and Buyer's rights as set forth herein shall be in addition to Buyer's other rights in the event of Seller's default, and Buyer shall be entitled to pursue any and all remedies available at law or in equity. Failure of Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any other default of Seller.
16. INDEMNIFICATION. Seller agrees to indemnify and hold the Buyer Indemnified Parties harmless from (a) any and all Claims arising from the Products or their use, the Services, or the actions or omissions of Seller, its agents, subcontractors, suppliers or employees, or (b) any Claims arising from any breach by Seller of the terms of this Agreement, including without limitation any express or implied warranties or representations. Further, Seller shall indemnify and hold Buyer Indemnified Parties harmless for any injuries occurring to Seller's agents, subcontractors, suppliers or employees arising out of or in connection with Seller's performance of obligations under this Agreement.
17. INSURANCE. During the term of this Agreement and for a period of at least two years after completion of Seller's obligations hereunder, Seller shall maintain general liability, automobile liability, property damage, umbrella or excess liability (\$1,000,000 umbrella/excess liability limit), and worker's compensation and employer's liability insurance with reputable and financially sound insurance carriers. Such insurance shall be sufficient to protect Buyer from any claims under any applicable law, statute, or regulations. Seller will name Buyer, the owner(s) of the project(s) as identified by the Buyer, and their respective Affiliates as additional insureds and provide an insurance certificate to Buyer from time to time upon request evidencing the placement of all coverages required to have been obtained by it under this Section. Seller's policies of insurance will include a waiver of subrogation in favour of Buyer.
18. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended to, or does, create any joint venture, partnership, agency, or similar relationship between Buyer and Seller, other than a buyer and seller relationship. Seller shall not be, and is not authorized to represent itself as an agent or representative of Buyer for any purpose.
19. MODIFICATION/WAIVER. Except as allowed under Section 8, no waiver or modification of this Agreement shall be effective unless in writing and signed by both of the parties hereto. Failure of either party to enforce its rights shall not constitute a waiver of such rights or any other rights. Acceptance of notices of delay or other changes in terms will not constitute Buyer's waiver of any of Seller's obligations.
20. INVALIDITY. In the event that any provision of this Agreement is declared invalid, illegal, or otherwise unenforceable by any duly authorized tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid, illegal or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.
21. NOTICE. All notices and communications hereunder shall be in writing and sent by overnight courier, with tracking capabilities, to the respective addresses of the parties listed within the Purchase Order attached as part of this Agreement or on the Purchase Order.
22. LIENS.
 - (a) For Sites not located in the Province of Québec. If a lien or encumbrance pursuant to applicable law is registered against any real or other property interests of any Buyer Indemnified Party and/or any landlord(s) in respect of a site, or if notice of a lien or encumbrance is given to any Buyer Indemnified Party and/or any landlord(s) in respect of a site, then Seller shall, within seven (7) calendar days at its sole expense, vacate, release, or discharge the lien or encumbrance or have the notice withdrawn, whichever is applicable. In the event that Seller fails or refuses to vacate or discharge the lien or encumbrance, or cause the withdrawal of the notice, within the time prescribed above, Buyer shall, at its option, be entitled (but not obliged) to take all steps necessary to vacate and/or discharge the lien or encumbrance, or cause the withdrawal of the notice, and all costs and expenses incurred by Buyer in so doing (including, without limitation, all fees of counsel and disbursements in each case on a full indemnity basis and the amount and cost of any security to vacate the lien or encumbrance) shall be for the account of Seller, and Seller shall immediately reimburse Buyer for all such costs. Seller shall indemnify Buyer Indemnified Parties and any landlord(s) and any affected adjacent property owners in respect of any lien or encumbrance that is Seller's responsibility hereunder.
 - (b) For Sites located in the Province of Québec. Seller hereby waives any right it may have now or in the future to claim a legal hypothec (in favour of persons having taken part in the construction or renovation of an immovable) pursuant to the *Civil Code of Québec* in connection with any of the Products or Services. Seller shall also obtain a similar waiver from its subcontractors and suppliers and any other persons who may be involved in the supply of Products or the performance of Services that may be entitled to claim a legal hypothec. If a notice of legal hypothec arising from the supply of Products or the performance of Services is registered against any immovable property, Seller shall,

within seven (7) calendar days, at its sole expense, release or discharge or cause to be released or discharged the notice of legal hypothec. If Seller fails to release or discharge or cause to be released or discharged the notice of legal hypothec within such time period, Buyer shall, at its option and at the expense of Seller, be entitled to cause to be released and/or discharged the notice of legal hypothec, and all costs and expenses incurred by Buyer in so doing (including, without limitation, all legal fees and disbursements) shall be retained by Buyer out of any payment to Seller then due, or thereafter to become due. Without limiting any of the foregoing, Seller shall defend, indemnify and hold harmless Buyer Indemnified Parties and any affected property owners for all claims suffered or incurred in connection with the notice of legal hypothec or subsequent lawsuit brought in connection with the notice of legal hypothec.

23. **LIEN HOLDBACK.** Payment of all amounts under this Agreement shall also be subject to holdback, if applicable, under the lien legislation and regulations of the applicable province or territory of the location to which the Products or Services are to be delivered. Such holdback, if applicable, will be paid in accordance with the lien legislation and regulations of the applicable province or territory, subject to any other rights of Buyer under this Agreement or at law. Seller shall upon request of the Buyer at any time either prior to final payment and as a condition precedent thereto or subsequent to final payment, deliver to the Buyer statutory declarations and releases in the Buyer's form confirming there are no claims, hypothecs and liens in relation to the Products or Services, including claims and liens of persons performing any labour and/or furnishing any material hereunder.

24. **SAFETY.** During the performance of its obligations under this Agreement, Seller shall be responsible for meeting all applicable safety laws, rules, regulations, codes, and orders. Without limiting the generality of the foregoing, Seller shall initiate and maintain all reasonable precautions for the safety of, and shall provide all reasonable protection and supervision designed to prevent injury to, persons (including members of the public and the employees, agents, subcontractors, consultants and representatives of Buyer, Seller and its subcontractors) while performing its obligations under this Agreement at the site, and the Seller shall familiarize itself with and shall comply with the Buyer's safety policies at all times during the progress of the work. Seller agrees to comply with all health and safety instructions and rules established by the Buyer or its designee from time to time, and Seller shall promptly remove from the site any person under the control of Seller who violates any of the aforesaid safety, health, or plant regulations, policies or directives or upon reasonable request of the Buyer or Buyer's representative (including, without limitation, the site safety officer). Seller shall pay (or cause to be paid) when due all premiums and other amounts to be paid by it and its subcontractors under applicable workplace safety and insurance regimes and provide evidence to Buyer

promptly upon request confirming it has complied with (or caused compliance with) such requirements.

25. **THIRD PARTY BENEFICIARY.** The parties acknowledge and agree that while those Buyer Indemnified Parties other than the Buyer (collectively, the "**Third Party Beneficiaries**") are not parties to this Agreement and have no obligations this Agreement, Buyer is a trustee of each of the Third Party Beneficiaries for the limited purpose of holding in trust for each of the Third Party Beneficiaries the covenants and other rights expressed to be in favour of one or more of the Third Party Beneficiaries. Accordingly, the parties agree that each of the Third Party Beneficiaries may enforce such rights and promises in their own respective right (and will not be required to add the Buyer as a party to any proceedings for such enforcement).

26. **LANGUAGE.** The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

27. **CURRENCY.** Unless otherwise specified on the Purchase Order, all monetary amounts are deemed to be expressed in Canadian dollars.

28. **APPLICABLE LAW.** The provisions and performance of this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, expressly excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and rules controlling conflict of laws. The parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the Ontario courts sitting in Toronto, and the parties submit to the personal jurisdiction of that court.

29. **SURVIVAL.** All provisions of this Agreement that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement, including Sections 4, 9, 10, 11, 12, 16, 17, 22, and 25, shall remain in effect and be enforceable following such expiration or termination.