



The Corporation of the Township of Ignace
Special Meeting of Council
Friday, July 7, 2023 at 12:30 pm

AGENDA

Acknowledgement of the Lands

1. Call to Order

Interim Mayor Kim Baigrie called the closed session of the Special Meeting of Council to order this 7th day of July 2023 at _____ pm.

2. Adjourn to Closed Meeting

Motion: #2023.07.07. _____

Moved By: _____ Seconded By: _____

THAT, Council convenes into the Closed Session of this Special Meeting of Council this 7th day of July 2023, chaired by Interim Mayor Kim Baigrie, at _____ pm to discuss the following items:

Closed Session Matters

None

Carried

3. Reconvene to Special Meeting of Council

Motion: #2023.07.07. _____

Moved By: _____ Seconded By: _____

4. Approval of the Agenda

Motion: #2023.07.07. _____

Moved By: _____ Seconded By: _____

That, Council for the Corporation of the Township of Ignace does hereby approve the Agenda for the Special Meeting of Council this 7th day of July 2023, as _____.

Carried

5. Declaration of Pecuniary Interest

6. Delegations/Deputations/Presentation

None

7. Items for Discussion

7.1 Pine Street Culvert Purchase

8. Business Arising from Closed Session

None

9. By-Laws

None

10. Confirmatory By-law

Motion: #2023.07.07._____

Moved By: _____

Seconded By: _____

That, By-law 34.2023, Being a By-law to Confirm the Proceedings of the Council for the Corporation of the Township of Ignace Special Meeting dated July 7th , 2023, be read a First, Second, and Third Time, and Passed.

Carried

11. Adjournment

Motion: #2023.07.07._____

Moved By: _____

Seconded By: _____

That, Council for the Corporation of the Township of Ignace this 7th day of July does hereby adjourn the Special Meeting of Council at _____ pm.

Carried



From: Rhonda Smith, Municipal Clerk
To: Interim Mayor and Council
Subject: JML – Pine Street Culvert Purchase
Date: July 7, 2023

Recommendation

That, Council for the Corporation of the Township of Ignace does hereby accept the report from the Municipal Clerk, Rhonda Smith regarding the purchase of the culverts for the Pine Street project.

Background

In 2022 Ignace applied for funding through the Municipal Disaster Recovery Assistance Program for the repair of damaged infrastructure and event expenses from the 2022 high water event. In March of 2023 the Township received a letter from Minister Steve Clark the Township is eligible for \$1,744,00.00 for damages and mitigation actions for the 2022 event. Many of the eligible funds are to replace the Pine Street culverts.

Council engaged JML Engineering to assist with the repairs of Pine Street, including design, tender preparation, and project management.

As the Pine Street project has a limited construction window for the protection of species and environment the consultant has recommend proceeding immediately with the purchase of the culverts required. The reason for the recommendation is due to the long delivery time on the culverts. Ordering now allows for the project to start sooner when a contractor is awarded the project.

Two bids for culverts were solicited by JML (there presently only two suppliers of culverts).

The lowest bid for **CSP culverts** is **\$78,038.14** from Atlantic Industries Limited; and for the **multi-Plate culverts** **\$118,064.82** from Armtec.

Closing

It is recommended that Council Authorize the purchase of two culverts from Atlantic Industries Limited for \$78,038.14 excluding HST.

And further, that Council authorizes the transfer of \$88,183.10 from reserves to fund the project.

And further, that the Culvert purchase be included in the Township 2023 municipal budget.

Kinds Regards,

Rhonda Smith
Municipal Clerk

July 3, 2023
Ref. No. JML2022081

Township of Ignace
34 Main Street (Hwy 17)
P.O. Box 248
Ignace, ON P0T 1T0

Attention: Rhonda Smith
Municipal Clerk

Reference: **Recommendation of Culvert Supply**
Replacement of the Pine Street Culverts at Agimak River

Dear Rhonda:

We have reviewed the quotes received during the last week for the supply of the twin 3.0 m diameter culverts to be used for the Replacement of the Pine Street Culverts at the Agimak River. Quotes were received from Atlantic Industries Limited (AIL) and Armtec for both Multi-Plate Culverts as requested and alternate Standard Corrugated Steel Pipe (CSP) Culverts for this project.

A summary of the suppliers and quotes are as follows (HST excluded):

Supplier	Multi-Plate Culvert	CSP Culvert
AIL	\$ 225,271.58	\$ 78,038.14
Armtec	\$ 118,064.82	\$ 82,652.40

Since the quotes for the alternate CSP Culverts were so close, both quotes were analyzed for conformance to design and project requirements (Structural Design, Design Life and Delivery).

Both suppliers have quoted culverts that meet the strength design requirements of the Canadian Highway Bridge Design Code (CHBDC).

Both suppliers have quoted Aluminized Type 2 coatings which will theoretically achieve the 75 Year Design Life.

AIL has indicated they can supply culverts withing 4-5 weeks of time of order. Armtec has indicated they can supply culverts within 4-6 weeks of time of order.

Both quotes meet all project requirements, with AIL being the lowest quote for the Corrugated Steel Pipe (CSP) Culvert.

We had a discussion with Mr. Jim Vezina of AIL, to discuss their CSP quote. Mr. Vezina commented that AIL is comfortable with their pricing, they were satisfied that there were no errors or omissions in their pricing, and they do not foresee any obvious or significant 'extras' arising from the culvert supply.

If ordered the week of July 3, 2023, AIL should have culverts on site in sufficient time to construct all in-water works prior to the August 31, 2023 in-water work window expiring. It is expected that a Construction Tender for the Replacement of the Pine Street Culverts will be issued within the next few weeks.

We recommend purchasing twin 3.0 m diameter culverts from Atlantic Industries Limited (AIL) for the Replacement of the Pine Street Culverts at the Agimak River project for the Total Quoted Price (excluding HST) of **\$ 78,038.14** (seventy-eight thousand, thirty-eight dollars, fourteen cents).

We trust this letter is satisfactory. Please contact the undersigned if you have any comments or wish to further discuss our recommendation.

Best regards,

JML Engineering Ltd.



George McKay, P.Eng.
Senior Project Engineer

:gam
Encl.



Atlantic Industries Limited

QUOTATION

Quotation Date: 29/06/2023

Bid Due Date: 30/06/2023

Expiration Date: 30 days from Quotation Date

Quotation No.: 2023-00619

Project: pine street culverts

Structure: 40R

Customer: JML Engineering

Email: James@jmleng.com

Contact: James Huber

Phone: 807 345-1131

Delivery: 5-6 Weeks Upon Approved Drawings

Fax: _____

F.O.B.: Truck, ignace, Ontario

Item	Qty.	Unit	Description	Unit Price	Total Price
1	2	EA	Bolt-A-Plate® Structural Plate Corrugated Steel Pipe 152 mm x 51 mm Corrugation Profile Galvanized HDG 910 (3oz.) 40R ROUND	\$112,653.79	\$225,271.58
<p><i>c/w the following:</i> Structural Engineering Design & Shop Drawings Assembly Hardware Pre-Construction Meeting 2 Days of Site Assistance</p> <p>Additional Site Assistance Site Assistance by a designated AIL representative at \$1000 per shift plus travel and accomodation expenses.</p>					
Structure Parameters:					
1) Structure Number: 40 R 2) Shape: Round 3) Bottom Span: 3.05 m 4) Maximum Span: 3.05 m 5) Rise: 3.05 m 6) Length: 27 m each 7) End Area: 7.3 m ² 8) Thickness: To Be Designed					
Design Parameters:					
1) Design Life: 75 years 2) Coating: HDG 915 (3oz.) 3) Live Load: CL-625-ONT 4) Hydraulic Application: Yes 5) Minimum Cover: 1.122 m 6) Maximum Cover: 1.122 m 7) End Treatment: Square					

Atlantic Industries Limited
640 Waydom Drive • Ayr, Ontario • N0B 1E0
Phone: 705-280-8259 • Email: jvezina@ail.ca



Atlantic Industries Limited

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Expiration Date: 30 days from Quotation Date

Quotation No.: 2023-00619

Project: pine street culverts

Structure: 40R

- 8) Seismic Acceleration A/g : 0.01
- 9) Design Code: CAN/CSA-S6-19 (CHBDC)
- 10) Engineered Backfill Standard Proctor: 98%
- 11) Engineered Backfill Zone on each side of the Structure: 1.5 m
- 12) The design of the Bolt-A-Plate is intended for applications where the ambient air and ground temperatures are above freezing. Should these conditions arise, AIL must be contacted for design review. For further guidance on cold weather construction refer to CSPI TECH Bulletin 20.

Soils Information

- 1) Foundation Friction Angle: 34 degrees
- 2) Foundation SLS Bearing Capacity: TBD kPa
- 3) Foundation ULS Bearing Capacity: TBD kPa
- 4) Engineering Backfill Unit Weight: 22 kN/m³
- 5) Engineered Backfill Friction Angle: 40 degrees
- 6) Engineered Backfill Stiffness: 100 MPa
- 7) Embankment Fill Unit Weight: 20 kN/m³
- 8) Embankment Fill Friction Angle: 34 degrees

Additional Notes (applicable to all items):

- 1) The following documents (attached) form part of this quotation:
 - a) AIL Terms and Conditions of Sale
 - b) AIL Scope of Work
- 2) This quotation is based on the design parameters listed above and the information contained in the following documents:
 - a) Issued for Tender Documents prepared by JML Engineering dated dd-mmm-yyyy.
- 3) Should the above parameters change, this pricing may no longer be valid.
- 4) Due to the volatility in steel and transportation costs experienced this year and the expectation this situation will continue, we are unable to predict our future costs with any degree of certainty. In order to reduce cost associated risk, AIL will hold current pricing if materials are ordered within 30 days and shipped within 60 days of date quoted. Any price increase beyond this time frame will be passed on to the contractor with supporting documentation.
- 5) Unloading and installation at jobsite by others.
- 6) This Quotation is based on supplying total quantities listed. If the actual quantities supplied deviate from the quantities quoted, the above pricing will be adjusted accordingly.
- 7) Prices do not include sales taxes.
- 8) **FREIGHT IS INCLUDED IN PRICE.** Quotation includes 1 hour unloading time per truck. If additional time is required, additional charges may apply.

Quotation Prepared By: _____

Jim Vezina
Technical Sales Representative

Atlantic Industries Limited
640 Waydom Drive • Ayr, Ontario • N0B 1E0
Phone: 705-280-8259 • Email: jvezina@ail.ca



Atlantic Industries Limited
Toll Free 1-877-245-7473

640 Waydom Drive
Ayr, ON, N0B 1E0
(519) 622-8600

QUOTATION

Quote #: E2023-1838-R00
Tender Close Date: 03/07/2023
Quote Date: 03/07/2023
Page: 1 of 2
F.O.B.: TRUCK - JOBSITE
Delivery Leadtime: 5-6 weeks

COMPANY	PROJECT INFORMATION
ESTIMATOR ONTARIO CANADA Contact James Huber	Pine Street Culverts Ignace CSP meets CL-625 On Truck loading 75 yr DSL

#	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
1	2.8MM 3000MM AL2 CSP (125 X 25)	M	54.00	\$1,390.37	\$75,079.98
	<i>Supplied as 6-9 m PC and 4 couplers</i>				
2	1.6MM 3000MM 60CM AL2 ANNULAR COUPLER (3PC)	EA	4.00	\$739.54	\$2,958.16

Total \$78,038.14

Did you know that you saved **66.11 tonnes of CO₂e*** by choosing steel over concrete for this project?
That is equivalent to driving a passenger car **265,979 km's****.

Notes:

* CSPI Environmental Product Declaration - SCS-EPD-05002, CCPPA EPD - ASTM Certified, AGECO LCA of CSP vs RCP (Nov 2020).
** U.S. Environmental Protection Agency.

The terms and conditions of this quotation is subject to our ability to operate and source needed materials during the current pandemic of COVID-19. In the event of a production stoppage or supply interruption due to this pandemic, we will notify you immediately. We shall not be liable for any damages or delay charges due to a COVID-19 production and supply chain issue. Once we are able to produce or procure the material we will update any lead times affected. We appreciate your understanding and cooperation during this difficult time for all of us.

Taxes are extra.
Terms of sale: CUST NET 30 /CLIENT NET 30
Quotation firm for acceptance with 30 days.


Jim Vezina
Technical Sales Representative
E jvezina@ail.ca
T 705 280-8259



Atlantic Industries Limited
Toll Free 1-877-245-7473

640 Waydom Drive
Ayr, ON, N0B 1E0
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QUOTATION

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TERMS AND CONDITIONS OF SALE

Definitions

Vendor Atlantic Industries Limited
Purchaser Customer receiving quotation

Terms

Pricing is good for materials ordered within fifteen (15) days and shipped within thirty (30) days from date of quote issuance, unless otherwise set forth in the quotation or agreed to in writing. All taxes, unless listed as inclusive, are extra. Quotation is based on supplying total quantities listed. Should quantities change, the Vendor reserves the right to review prices and adjust accordingly. Unit price shall govern. Unloading at jobsite by others. Maximum unloading time is two (2) hours and additional time will be charged back to the Purchaser. Due to current economic conditions and market volatility, any additional costs in Freight and/or Fuel surcharges incurred from time of order will be passed onto the Purchaser. Confirmation of volume takeoffs and quantities is by Purchaser. Mill certificates supplied by Vendor only if notified at the time of order. All fabricated items require an approved drawing signed by the Purchaser.

Prices and Terms of Payment

Sales are net 30 days from date of invoice unless otherwise specified in writing and agreed to by Vendor. All custom fabricated items require an approved drawing and a 50% deposit prior to commencement of fabrication, unless otherwise specified in writing and agreed to by Vendor.

Claims and Holdbacks

Back charges, claims and holdbacks will not be accepted unless authorized by Vendor. Vendor must be notified of errors in shipping or damages to goods within 24 hours of receipt of goods.

Title and Risk

All sales, unless otherwise stated, are freight on board (FOB) plant. Title and ownership of the goods shall be passed to Purchaser at this time.

Warranties

Purchaser acknowledges that Vendor has not made and does not make any representations or warranties except that the goods supplied conform to the noted specifications and descriptions, subject to tolerances and variations consistent with usual trade practices. Vendor shall not be liable for any loss, damages, costs, claims, expenses or repairs resulting from any defect, failure to conform to specifications or breach of this agreement whether any such loss, damage, cost claim, expense or repair is direct, indirect or consequential. Vendor's liability shall be limited in all circumstances to the invoice price paid by Purchaser for the goods purchased under this agreement. The foregoing limitation of liability is a condition of sale of the goods at the price quoted and shall apply notwithstanding any defect in or failure of including the total failure of, any product.

Approval

Final approval of drawings, if furnished, implies acceptance of all dimensions shown thereon and is interpreted by the Vendor as permission to produce the said "Final Approval Dimensions". Vendor reserves the right to hold production until final approval is received in writing.

Force Majeure

Vendor will not be responsible for delays caused by circumstances out of the Vendor's control, such as, but not limited to, fires, accidents, strikes, Acts of God, sabotage, lack of materials and weather.

Delivery

Delivery dates are estimates only and not a guarantee of a particular date. Deliveries are based on prompt receipt of all necessary information from the Purchaser. Lack of materials from Vendor's suppliers shall constitute a force majeure in this agreement. Vendor will promptly notify Purchaser of the absence or shortage of supply goods and if any adjustments to delivery are required. Vendor will not be held liable for any damages, loss, claims of expense of any kind caused by the delay in the delivery.

Cancellation and Returns

Orders for goods may not be cancelled, unless authorized by the Vendor. Purchaser will be liable for all processing costs to the date of cancellation. Goods returned are subject to a minimum restocking fee of 25%.

Permits

Vendor shall not be required to provide any type of permit requiring independent testing procedures.

Credit Approval and Account Status

This quotation is contingent upon credit approval. Vendor may delay or stop shipment of goods at any time if customer's account is not in good standing or if reasonable doubt exists as to the customer's financial position.

Entire Agreement

The terms and conditions herein and all communications, descriptions, drawings, specifications and other documents attached hereto shall be deemed to constitute the sole and entire agreement between the parties as to the subject matter hereof. By placing an order with the Vendor for the said materials the Purchaser agrees to the terms listed within these terms and conditions of sale. Changes in or modifications of this contract shall only be binding after written confirmation by both parties.



QUOTATION

PROJECT: Township of Ignace

DATE: June 29, 2023

TO: JML Engineering

CLOSING DATE: June 30, 2023

QUOTE NO.: 50439-23

P: 807 345-1131
E: james@jmleng.com


ARMTEC PROJECT NO.: 23-375

ATTENTION: James Huber

F.C.A. POINT: Ignace, ON

DELIVERY: To be determined

Item	Quantity	Description	Price	Per	Amount
1	53.844	<p>Multi-Plate - 152 mm x 51 mm Corrugation Profile (SPCSP)</p> <p>Twin 3050 mm diameter x 4.0 mm thick - Structure # MP-RP-10, Twin Round - 2 runs at 26.922 m each - 915 g/m2 galvanized coating - Installation, assembly and unloading by others.</p> <p>Current lead times: 2-3 weeks for approval drawings. End of September for delivery after drawings are approved. Lead times to be confirmed at time of order.</p> <p><i>* Due to increased volatility in freight and fuel costs, additional charges may be applied at time of shipment. Customer is responsible for any additional freight costs which may be incurred at time of shipping.</i></p> <p>Due to recent steel cost fluctuations, all prices are firm for 30 days from the quotation date, and Armtec reserves the right to adjust prices (higher or lower) after 30 days based on market conditions. Additionally, due to industry-wide steel shortages, no delivery dates are guaranteed by the Armtec.</p> <p>See attached Design Parameters & General Notes, Scope of Work and Conditions of Sales</p>	\$2,192.72	m	\$118,064.82
Sub-Total					\$118,064.82
Freight					Included
Applicable Tax					Extra
Total					\$118,064.82

Armtec 
Cole Dawson
Estimator

TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR 30 DAYS FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE

P. (204) 222-7354 F. (204) 222-8470 TF. (800) 565-1152 armtec.com

Page 1 of 3

DESIGN PARAMETERS & GENERAL NOTES

PROJECT: Township of Ignace
ARMTEC PROJECT NO.: 23-375
QUOTE NO.: 50439-23

DATE: June 29, 2023
CLOSING DATE: June 30, 2023

The pricing is based on the following design parameters and general notes. Any changes in the design parameters will affect the design and shall need to be verified by Armtec Engineering.

Design Parameters

Item 1	1	Minimum cover:	1.0 m
	2	Maximum cover:	1.3 m
	3	End type:	Square
	4	End treatment:	N/A
	5	Footing type/design:	Bedding (for closed bottom shape) - By others
	6	Unfactored corner soil pressure:	75 kPa
	7	Live load:	CL-625 ONT
	8	Other loads:	N/A
	9	Unit weight of soil:	22 kN/m ³
	10	Material design service life:	75 Years
	11	Corrosion model:	AASHTO on the soil side and CSPI Performance Guideline (Tech. Bulletin-13) on waterside.
	12	Seismic acceleration ratio:	0.043 g
	13	Design code:	Canadian Highway Bridge Design Code (CHBDC-S6-19)
	14	Material specification:	CAN/CSA G401-14 Corrugated steel pipe products
	15	Engineering backfill:	Span/2 at both sides - well graded granular material with minimum gravel (particles > 4.75mm) content of 30%
Comments	1	Site environmental conditions shall meet CSPI Performance Guideline for galvanized steel. Non-aggressive environmental condition was assumed.	
	2	For roadway skew angle greater than 20°, earth pressure imbalance shall be accommodated by contour grading of the embankment slope.	
	3	Site foundation soil shall have adequate capacity to support the above invert soil pressure and will be confirmed by contractor / owner's geotechnical engineer.	
	4	A minimum clear spacing of 1.0m shall be maintained between the twin MultiPlate structures.	

Inclusions

- 1 Engineered stamped shop drawings
- 2 Assembly hardware (bolts, nuts, anchor bolts)
- 3 Two pry bars and one drift pin
- 4 Product technical assistance by a designated representative if requested, charged at \$1,500 per 10 hr shift, plus related expenses charged at cost plus 8% administration fee

General Notes

- 1 The prices are based on information provided in the following documents:
Tender documents by JML Engineering, dated June 27, 2023
Tender Drawing(s) not provided
Geotechnical Report not provided
- 2 Based on supplying total quantities
- 3 Unloading, assembly, installation and construction by others
- 4 Construction quality control (shape monitoring, torque check, testing of backfill material, etc.) by others
- 5 Freight includes 1 hour of unloading time per truck. Additional charges may apply after 1 hour
- 6 Escalation factors are not included in the pricing

SCOPE OF WORK

PROJECT: Township of Ignace
ARMTEC PROJECT NO.: 23-375
QUOTE NO.: 50439-23

DATE: June 29, 2023
CLOSING DATE: June 30, 2023

This SCOPE OF WORK shall be read in conjunction with the quotation and form part of any sale by Armtec.

1. **DRAWINGS.** Shop drawings will be submitted electronically. When required drawings will be stamped and signed by a Professional Engineering who is licensed in the required Canadian jurisdiction.
2. **REVISIONS.** Two (2) revisions of the approval drawings are included in the price. Additional revisions, significant changes in scope of the project or revisions made after drawings have been approved will be charged to the customer.
3. **DESIGN CONSIDERATIONS.** The structure design and pricing is based on the parameters listed on the quotation and the following, which must be confirmed by a qualified engineer retained by others.
 - 3.1 Drainage design and considerations as it may affect the structure, foundation or backfill.
 - 3.2 Foundation, bearing elevation, adequate bearing capacity, foundation improvements, frost protection, scour protection, etc.
 - 3.3 Settlement limits are assumed to be within the following limits:
 - 3.3.1 Structural Plate - Maximum differential settlement will be the lesser of 150 mm or 1% of the span or length in the related direction. Maximum total settlement will be the lesser of 150 mm or 2% of the span or length in the related direction.
 - 3.3.2 BinWall Retaining Wall - Maximum differential settlement will be 1% on length. Maximum total settlement will be 50 mm.
 - 3.4 Engineered Backfill material shall be certified to meet or exceed the requirements detailed on the shop drawings.
 - 3.5 Electrochemical Limits of the backfill shall be within the limits provided on the shop drawings to ensure the design service life performance.
 - 3.6 Footings are not included unless otherwise noted on the quotation. Footing loads from the structure will be provided by Armtec and listed on the shop drawings, where applicable.
4. **MANUFACTURING OF MATERIAL AND INSPECTION.** Unless agreed to in writing, manufacturing of material will not commence until shop drawings have been approved in writing by the customer. If an inspection of the material or a third party review is required it shall be the responsibility of the requestor to obtain the qualified inspector and cover all associated costs. Armtec will provide the required access to our facilities to inspect all materials. A copy of the inspection report shall be provided to Armtec for their records.
5. **INSTALLATION, INSPECTION AND FIELD TESTING.** Armtec may provide product technical assistance as outlined on the quotation but does not contract the installation, inspection or field testing of structures. The responsibility to install the structures in accordance with the shop drawings is the responsibility of the contractor or owner as detailed in the contract documents. This shall include, but not be limited to the assembly of the structure, confirmation of the appropriate foundation, compaction, global stability, geotechnical testing of the backfill material(s), shape and alignment monitoring, and bolt torque check.
6. **PRODUCT TECHNICAL ASSISTANCE.** Armtec can provide product technical assistance to correctly understand the shop drawings and provide guidance for the startup of the assembly. This does not relieve the contractor/owner of any of their responsibilities.



TERMS AND CONDITIONS OF SALE

Between Armtec (the "Seller") and Purchaser or Dealer, Builder or Buyer specified on the front hereof (the "Buyer") in connection with the sale of the Seller's material, product and services (collectively, the "Goods"). All orders with the Seller are subjected to the following terms and conditions (the "Terms and Conditions") as may be amended by the Seller from time to time in its sole discretion. By placing an order with the Seller the Buyer will be deemed to have accepted and agreed to be bound by the Terms and Conditions.

ACCEPTANCE. These Terms and Conditions shall govern the Seller's furnishing of all Goods identified in the applicable Quotation of the Seller ("Quotation") issued to the Buyer. While the Seller may acknowledge receipt of a purchase order or any other form or purchase documentation issued by a Buyer by signing and returning it, any terms and conditions in any specific order or purchase documentation used or provided by the Buyer, pre-printed or otherwise, shall be inapplicable and shall not modify these Terms and Conditions.

QUOTATIONS AND PRICES. A Quotation shall expire at the end of the period identified in the Quotation or, if none is stated the Quotation shall expire thirty (30) days from the date of issuance. The Seller's prices exclude, and the Buyer shall pay, in addition to the price of any Goods purchased from the Seller, any and all taxes or like charges which may be imposed by Canadian federal, provincial or municipal authorities on the sale or purchase of such Goods. The terms of payment are as determined by the Seller's Credit Department and as set out on the order acknowledgment.

LIMITED WARRANTIES. The Seller warrants that it can convey good title to the Goods sold under this Quotation and that such Goods are free of liens and encumbrances. The Seller warrants that any Goods sold under a Quotation that are manufactured by the Seller shall be free from any defect due to materials or workmanship for a period of one (1) year after the date of delivery. The Seller does not make, and expressly disclaims, any warranties, expressed or implied, with respect to Goods sold hereunder which are misused, abused, incorrectly unloaded or incorrectly installed. In no event will the Seller be liable or responsible for any defect in the Goods caused by improper installation or poor site conditions (e.g. dents, scrapes, coating damage, misalignment of pipe, deflection, localized bucking) on the part of the Buyer.

THE SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER ANY "SALE OF GOODS" LEGISLATION OR OTHERWISE, OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ALLEGEDLY ARISING FROM ANY TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE, ETC.

BUYER REPRESENTATION AND WARRANTY. The Buyer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in writing or upon any descriptions, illustration or specifications contained in any marketing or other publicity material produced by the Seller. Further, the Buyer acknowledges that to the extent the Seller has made any representation which is not otherwise expressly stated in writing, the Buyer has been provided with an opportunity to independently verify the accuracy of any such representation.

LIMITATION OF LIABILITY. The Seller's sole liability to the Buyer shall be, in the sole discretion of the Seller, to REPAIR or REPLACE such part(s) in respect of the Goods that are shown to satisfaction of the Seller to be defective in material, quality or workmanship in accordance with these Terms and Conditions, or, to allow credit to the Buyer at the sole option of the Seller.

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY BODILY INJURY OR PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR REPLACEMENT, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCURRED BY THE BUYER, INCLUDING WITHOUT

LIMITATION, DAMAGES FOR LOST BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE GOODS SOLD BY THE SELLER. THE SELLER'S TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH THE GOODS SOLD UNDER THESE TERMS AND CONDITIONS, FOR CLAIM(S) OF ANY NATURE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS RELATED TO THE CLAIM. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITIES SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED BY THE SELLER. All promises as to the date of shipment and delivery are made in good faith by the Seller and as an estimate only. THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN THESE TERMS AND CONDITIONS.

CLAIMS AND HOLDBACKS. Under no circumstances will the Seller accept back charges, claims and holdbacks unless otherwise authorized in writing by the Seller in advance.

FORCE MAJEURE Notwithstanding any provision herein to the contrary, the Seller shall not be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any term or provision of these Terms and Conditions when such failure or delay is caused by any of the following: fire; flood; accident; explosion; equipment or machinery breakdown not related to the Seller's negligence, sabotage, strike or any labor disturbance (regardless of the reasonableness of the demands of labor); civil commotions; riots; invasions; wars (present or future); epidemics or pandemics (present or future); acts, restraints, requisitions, regulations or directions of any Governmental authority, including without limitation, any bulletin, notice or public health communication related to any disease, virus or other biological or physical agent which may be detrimental to human health in any way; voluntary or mandatory compliance by the Seller with any request of any Governmental authority; shortage of labor, fuel, power or raw materials; inability to obtain supplies; failures of normal sources of supplies; inability to obtain or delays of transportation facilities; any act of God; any act or omission of the Purchaser/Buyer (insofar as the Seller or the transactions or arrangements contemplated by these Terms and Conditions are concerned); or any other cause or circumstance beyond the Seller's reasonable control, whether similar or dissimilar to any of the foregoing. Any such causes of delay even though existing on the date of order or on the date of starting of manufacture shall extend the time of the Seller's performance by the length of delays occasioned thereby, including delays reasonably incidental to the resumption of normal procedures.

BUYER'S CANCELLATION. Upon written notice, the Buyer has the right to terminate the agreement formed by the Buyer's acceptance of a Quotation (an "Agreement") in whole or in part. In the event of cancellation, the Seller shall cease work upon receipt of written notice from the Buyer and the Buyer shall be liable for all completed work to that date at the price specified in the particular Quotation. Any partially completed work by the Seller, including raw material, shall be payable by the Buyer to the Seller at a reasonable rate and profit to be determined by the Seller in its discretion, but in no event shall exceed the applicable

Quotation price.

SELLER'S CANCELLATION OR DELAYED SHIPPING. Upon written notice to the Buyer, the Seller has the right to terminate an Agreement outright or to delay the shipping of any Goods forthwith, at the Seller's sole option, if the Buyer's account with the Seller is in arrears.

DESIGN & STANDARDS. It is the Buyer's sole responsibility to ensure that any Goods commissioned by the Buyer are independently designed and verified by a qualified engineer and are suitable for the Buyer's intended application. The Buyer represents, warrants and confirms to the Seller that it has not relied in any aspect of any written or oral statements from Seller in connection with the design, installation, or use of the Goods. If the Seller provides any design and installation guidelines or any specifications whatsoever in respect of the Goods, all Goods supplied by the Seller in connection therewith shall conform to the specifications and parameters requested by the Buyer; any onsite modifications, changes in site conditions, changes in design requirements or specifications are done at the sole risk of the Buyer. Unless otherwise expressly agreed upon in writing by the Seller, all Goods shall be subject to the Seller's standard specifications, manufacturing variations, and tolerances.

Without limiting the foregoing, for MultiPlate and BridgePlate structure Goods, whether purchased from or designed by the Seller or parties other than the Seller, it is the Buyer's responsibility to ensure that all components of any MultiPlate and BridgePlate structures purchased fit together and can be assembled by the Buyer on site based on the combination of thickness, radius and shape of the components ("Constructible"). For certainty, the Seller is not responsible for ensuring that the MultiPlate and BridgePlate structures purchased by the Buyer are Constructible and shall not be liable for any MultiPlate or BridgePlate structures which are not Constructible.

INSURANCE. The Buyer shall maintain, at its sole cost, such insurance and in such amounts as is normally required in the applicable industry including, without limitation, comprehensive general liability insurance and builders' risk insurance (covering the Seller). The Buyer hereby agrees to indemnify the Seller, its servants, representatives and agents against any liability, claims, suits, costs, damages, losses, expenses or otherwise arising out of any injury (including death or total destruction) to any person or property which arises out of or results from the Buyer's installation or use of goods supplied hereunder.

The Seller shall maintain the following insurance over the duration of an Agreement: (i) **COMMERCIAL GENERAL LIABILITY INSURANCE**, including product liability, with a limit not less than three million (\$3,000,000) per occurrence and not less than three million (\$3,000,000) dollars in the aggregate; (ii) **AUTOMOBILE LIABILITY COVERAGE**, with a limit not less than two million (\$2,000,000) dollars per occurrence and not less than two million (\$2,000,000) dollars in the aggregate; (iii) **WORKERS COMPENSATION INSURANCE**, which coverage shall be maintained by Seller in respect of all employees in accordance with the applicable statutory requirements having jurisdiction over such employees. Upon request, Seller shall provide written confirmation in respect of the above-listed policies to the Buyer.

INTELLECTUAL PROPERTY RIGHTS AND PATENTS. The Buyer shall indemnify and hold harmless the Seller for any legal fees, costs, expenses or other damages, for any claim or other legal action for the breach or alleged breach of any intellectual property rights in respect of any Goods made by



TERMS AND CONDITIONS OF SALE

the Seller in accordance with the Buyer's drawings, designs, or other specifications whatsoever.

CONFIDENTIALITY. These Terms and Conditions and any Agreement shall be confidential between the Buyer and Seller. The Seller will not publish or disclose any details, scope of work, drawings or specifications governed by these Terms and Conditions without the prior written consent of Buyer. These obligations shall survive the termination of this contract for a period of not less than one (1) year from date of any Quotation. Both the Seller and the Buyer shall keep confidential and prevent the unauthorized disclosure of information

disclosed by the other party which is confidential by its nature including, without limitation, technical, commercial, financial, operational or strategic information relating to the business of a party, on any verbal, visual or written medium, whether it is marked confidential or restricted or not. The receiving party shall protect such confidential information from third parties using the same degree that it uses for its own confidential information.

INSPECTIONS AND RETURNS. The Buyer acknowledges that it is the Buyer's responsibility to count and inspect the shipped Goods and that the Buyer shall be responsible for inspection upon delivery. The Buyer shall notify the Seller within one (1) day of receipt of goods, and before the Goods are covered or put out of sight, of any deficiencies, shortages, or defects and provide the Seller with reasonable opportunity to inspect these deficiencies. The Seller will not be liable for any deficiencies, shortages or defects alleged with respect to the Goods after the expiry of the one (1) day period.

The Buyer shall not return any Goods without obtaining prior written authorization from the Seller. Upon such authorization, the Seller can arrange for a carrier to pick-up the Goods for return at the Buyer's sole expense. The Seller's standard return policy for STANDARD GOODS is twenty-five (25%) percent of the Invoice purchase price plus any additional freight cost incurred by the Seller. It is at the Seller's sole discretion to accept the return of any CUSTOM GOODS OR ENGINEERED PRODUCTS. The Seller shall under no circumstances be liable for any costs incurred by the Buyer in returning Goods to the Seller.

INSPECTION AND AUDIT. Upon reasonable notice, the Buyer or their third party Representative shall have the right to inspect their Goods in fabrication or storage at the Seller's property. At all reasonable times the Seller will provide the Buyer with safe and convenient access to the Goods for inspection. The Buyer must follow all of the Seller's Health and Safety Practices while on property. Inspection by the Buyer shall not constitute acceptance of the applicable Goods, including any finished or work in process. The Buyer's representative may not be a direct or indirect competitor of the Seller. Upon reasonable notice, the Buyer shall have the right to audit all quality control records, production documentation and steel certification as it pertains to their Goods. Notwithstanding that the Seller may be on site during the unloading, installation or assembly of the Goods, the Buyer shall be solely responsible and the Seller shall have no responsibility or liability whatsoever for, any installation and assembly of Goods in accordance with contract documents or specifications.

QUALITY ASSURANCE/QUALITY CONTROL. The Seller agrees to maintain a Quality Control ("QC") Program. Upon reasonable request, the Seller shall provide the Buyer with details in respect of the QC Program as it pertains to their Goods.

WHERE PURCHASE PRICE NOT PAID IN FULL. Seller shall retain a purchase money security interest (PMSI) in the Goods sold to the applicant everywhere in Canada, except for Quebec where it will have a moveable hypothec in the amount of the Invoice purchase price plus any applicable

interest, until the full Invoice purchase price shall have been paid to the Seller.

TITLE AND RISK OF LOSS. Unless otherwise specified in the applicable Quotation, title to the Goods and risk of loss shall pass to the Buyer, the Buyer's representative, or Buyer's common carrier, as applicable, upon loading of the Goods at Seller's location. Seller shall have no responsibility for any damages or losses attributable to Buyer, or Buyer's carrier transporting the Goods or otherwise from that point. In the event a Quotation specifies F.C.A. jobsite, the risk of loss shall pass to the Buyer at the time of arrival of the Goods at the specified jobsite and prior to unloading the Goods.

TERMS OF PAYMENT. The standard terms of payment under an Agreement are as determined by the Seller's Credit Department and as set out on the Seller's order acknowledgement. Shipment and deliveries of any Goods shall at all times be subject to the approval of the Credit Department of the Seller. The Seller reserves the right to obtain satisfactory security, full or partial payment, and copies of any material bonds prior to shipping Goods to ensure performance of an Agreement. The Seller shall retain a purchase money security interest (PMSI) in all Goods and the proceeds thereof until the Buyer has made payment in full to the Seller of all sums due, including processing and late charges and any collection costs. The Buyer agrees to complete Seller's Application for Credit and provide financial information or such other documents requested by the Seller as may be reasonably necessary to perfect such security interest. Interest on any outstanding amount payable by the Buyer to the Seller shall be charged by the Seller to the Buyer at the rate of 1.5% per month (19.6% per annum) on any Invoices past due.

DELIVERY AND FREIGHT CONDITIONS. Unless otherwise specified in the applicable Quotation or subsequent written agreement between the parties, terms of delivery shall be F.C.A. the Seller point of manufacture (i.e. the Seller shall be responsible for loading the Goods on to the delivery vehicle and after the loading has been completed, the Goods shall be at the risk of the Buyer). If transportation charges are incorporated in the price quoted on the Quotation, such charges are freight prepaid unless otherwise specified. The Seller is authorized to ship any Goods in installments as may be considered appropriate by the Seller in its sole discretion.

SEVERABILITY. If any provision of the Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision hereof is invalid or unenforceable but, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced to be so limited.

NON-WAIVER. The waiver by the Seller of any breach of any provision contained herein shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained herein.

NOTICE. Any notices required or permitted to be given to the Seller pursuant to these Terms and Conditions shall be in writing and acknowledged by Seller.

ASSIGNMENT. The Buyer shall not assign its rights nor delegate its duties under these Terms and Conditions without the prior written consent of the Seller and any attempted assignment without such consent will be void. However, the Seller may assign or otherwise transfer its rights or delegate its duties under these Terms and Conditions, in whole or in part and subject to these Terms and Conditions, to a subsidiary or affiliate, or a purchase or transferee of substantially all of the assets used by such party in its business to which these Terms and Conditions

relates or in the event of a merger, acquisition, corporate restructuring or change in control, upon written notice of same to the Buyer.

HEADINGS. Headings used in these Terms and Conditions are for ease of reference only and will not be used to interpret any part of these Terms and Conditions.

CURRENCY. Unless expressly stated otherwise in a Quotation (on a case-by-case basis) or a subsequent agreement in writing between the Seller and the Buyer, all references to currency herein shall be in Canadian dollars.

CONFLICTING PROVISIONS OFFERED BY BUYER. FOR ABSOLUTE CERTAINTY, any terms and conditions of any form, purchase order or other purchase or order documentation whatsoever issued by the Buyer, in connection with a Quotation, which purport to be a modification of, in addition to or inconsistent with the Terms and Conditions express herein, shall not be binding on the Seller nor will such terms modify, add to, or detract from the Terms and Conditions or to any matter to which the Terms and Conditions applies in any way whatsoever.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed in all respects by the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Buyer and Seller specifically agree that any claim, proceeding, legal action or dispute resolution relating to this contract shall be brought in Winnipeg, Manitoba.

ENTIRE AGREEMENT. These Terms and Conditions, in addition to the applicable Quotation, contain the complete and exclusive statement of the terms of agreement with the parties with respect to the subject matter and supersede all prior and contemporaneous understandings, representations and warranties, written and oral.



QUOTATION

PROJECT: Township of Ignace

DATE: June 29, 2023

TO: JML Engineering

CLOSING DATE: June 30, 2023

QUOTE NO.: 50439-23 REV.01

Ph: 807-347-1131
E: james@jmleng.com

F.C.A. POINT: Ignace, ON


ATTENTION: James Huber

DELIVERY: To be determined
at time of order

We are pleased to submit this quotation for **SUPPLY ONLY** of the construction products below.

Item	Quantity	Description	Price	Per	Amount
		STEELCOR™ CSP - 125mm x 25mm Corrugation Profile			
	54	3000mm x 3.5mm ALT2 CSP c/w 5 - 600mm annular couplers c/w lifting lugs - The above is an unapproved alternative. - Approval to be given by The consultant / project owner. - Installation, assembly and unloading by others. Current lead times: 2-3 weeks for approval drawings. 2-3 weeks for delivery after drawings approved. To be confirmed at time of order. Notes: 1. Due to increased volatility in freight and fuel costs, additional charges may be applied at time of invoice. The current surcharge rate is expected to be 4% of total order subject to change at time of invoice. 2. Due to the recent raw material cost fluctuations, all prices are firm for 30 days from the quotation date. Armtec reserves the right to adjust prices (higher or lower) after 30 days based on market conditions. Additionally, due to industry-wide shortages, no delivery dates are guaranteed by Armtec.	\$1,530.60	m.	\$82,652.40
Sub-Total					\$82,652.40
Freight					Included
Taxes					Extra
Total					\$82,652.40

Armtec


Cole Dawson
Estimator

NOTE: DELIVERY BASED ON 5 TRUCK(S). ANY ADDITIONAL LOADS ARE RESPONSIBILITY OF THE CUSTOMER.

TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR 30 DAYS FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES QUOTED FOR CSP AND HDPE ARE BASED ON NESTING DIAMETERS WHENEVER POSSIBLE. IF UNNESTED LOADS ARE REQUIRED ADDITIONAL FREIGHT CHARGES WILL BE ADDED. ALL PRICES ARE BASED ON FULL TRUCKLOAD QUANTITIES. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. UNLESS NOTED, ALL STEELCOR CSP BASED ON GALV. MATERIAL. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE

P. (204) 222-7354 F. (204) 222-8470 TF. (800) 565-1152 armtec.com

Page 1 of 1



TERMS AND CONDITIONS OF SALE

Between Armtec (the "Seller") and Purchaser or Dealer, Builder or Buyer specified on the front hereof (the "Buyer") in connection with the sale of the Seller's material, product and services (collectively, the "Goods"). All orders with the Seller are subjected to the following terms and conditions (the "Terms and Conditions") as may be amended by the Seller from time to time in its sole discretion. By placing an order with the Seller the Buyer will be deemed to have accepted and agreed to be bound by the Terms and Conditions.

ACCEPTANCE. These Terms and Conditions shall govern the Seller's furnishing of all Goods identified in the applicable Quotation of the Seller ("Quotation") issued to the Buyer. While the Seller may acknowledge receipt of a purchase order or any other form or purchase documentation issued by a Buyer by signing and returning it, any terms and conditions in any specific order or purchase documentation used or provided by the Buyer, pre-printed or otherwise, shall be inapplicable and shall not modify these Terms and Conditions.

QUOTATIONS AND PRICES. A Quotation shall expire at the end of the period identified in the Quotation or, if none is stated the Quotation shall expire thirty (30) days from the date of issuance. The Seller's prices exclude, and the Buyer shall pay, in addition to the price of any Goods purchased from the Seller, any and all taxes or like charges which may be imposed by Canadian federal, provincial or municipal authorities on the sale or purchase of such Goods. The terms of payment are as determined by the Seller's Credit Department and as set out on the order acknowledgment.

LIMITED WARRANTIES. The Seller warrants that it can convey good title to the Goods sold under this Quotation and that such Goods are free of liens and encumbrances. The Seller warrants that any Goods sold under a Quotation that are manufactured by the Seller shall be free from any defect due to materials or workmanship for a period of one (1) year after the date of delivery. The Seller does not make, and expressly disclaims, any warranties, expressed or implied, with respect to Goods sold hereunder which are misused, abused, incorrectly unloaded or incorrectly installed. In no event will the Seller be liable or responsible for any defect in the Goods caused by improper installation or poor site conditions (e.g. dents, scrapes, coating damage, misalignment of pipe, deflection, localized bucking) on the part of the Buyer.

THE SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER ANY "SALE OF GOODS" LEGISLATION OR OTHERWISE, OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ALLEGEDLY ARISING FROM ANY TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE, ETC.

BUYER REPRESENTATION AND WARRANTY. The Buyer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in writing or upon any descriptions, illustration or specifications contained in any marketing or other publicity material produced by the Seller. Further, the Buyer acknowledges that to the extent the Seller has made any representation which is not otherwise expressly stated in writing, the Buyer has been provided with an opportunity to independently verify the accuracy of any such representation.

LIMITATION OF LIABILITY. The Seller's sole liability to the Buyer shall be, in the sole discretion of the Seller, to REPAIR or REPLACE such part(s) in respect of the Goods that are shown to satisfaction of the Seller to be defective in material, quality or workmanship in accordance with these Terms and Conditions, or, to allow credit to the Buyer at the sole option of the Seller.

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY BODILY INJURY OR PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR REPLACEMENT, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCURRED BY THE BUYER, INCLUDING WITHOUT

LIMITATION, DAMAGES FOR LOST BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE GOODS SOLD BY THE SELLER. THE SELLER'S TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH THE GOODS SOLD UNDER THESE TERMS AND CONDITIONS, FOR CLAIM(S) OF ANY NATURE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS RELATED TO THE CLAIM. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITIES SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED BY THE SELLER. All promises as to the date of shipment and delivery are made in good faith by the Seller and as an estimate only. THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN THESE TERMS AND CONDITIONS.

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TERMS AND CONDITIONS OF SALE

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TITLE AND RISK OF LOSS. Unless otherwise specified in the applicable Quotation, title to the Goods and risk of loss shall pass to the Buyer, the Buyer's representative, or Buyer's common carrier, as applicable, upon loading of the Goods at Seller's location. Seller shall have no responsibility for any damages or losses attributable to Buyer, or Buyer's carrier transporting the Goods or otherwise from that point. In the event a Quotation specifies F.C.A. jobsite, the risk of loss shall pass to the Buyer at the time of arrival of the Goods at the specified jobsite and prior to unloading the Goods.

TERMS OF PAYMENT. The standard terms of payment under an Agreement are as determined by the Seller's Credit Department and as set out on the Seller's order acknowledgement. Shipment and deliveries of any Goods shall at all times be subject to the approval of the Credit Department of the Seller. The Seller reserves the right to obtain satisfactory security, full or partial payment, and copies of any material bonds prior to shipping Goods to ensure performance of an Agreement. The Seller shall retain a purchase money security interest (PMSI) in all Goods and the proceeds thereof until the Buyer has made payment in full to the Seller of all sums due, including processing and late charges and any collection costs. The Buyer agrees to complete Seller's Application for Credit and provide financial information or such other documents requested by the Seller as may be reasonably necessary to perfect such security interest. Interest on any outstanding amount payable by the Buyer to the Seller shall be charged by the Seller to the Buyer at the rate of 1.5% per month (19.6% per annum) on any Invoices past due.

DELIVERY AND FREIGHT CONDITIONS. Unless otherwise specified in the applicable Quotation or subsequent written agreement between the parties, terms of delivery shall be F.C.A. the Seller point of manufacture (i.e. the Seller shall be responsible for loading the Goods on to the delivery vehicle and after the loading has been completed, the Goods shall be at the risk of the Buyer). If transportation charges are incorporated in the price quoted on the Quotation, such charges are freight prepaid unless otherwise specified. The Seller is authorized to ship any Goods in installments as may be considered appropriate by the Seller in its sole discretion.

SEVERABILITY. If any provision of the Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision hereof is invalid or unenforceable but, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced to be so limited.

NON-WAIVER. The waiver by the Seller of any breach of any provision contained herein shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained herein.

NOTICE. Any notices required or permitted to be given to the Seller pursuant to these Terms and Conditions shall be in writing and acknowledged by Seller.

ASSIGNMENT. The Buyer shall not assign its rights nor delegate its duties under these Terms and Conditions without the prior written consent of the Seller and any attempted assignment without such consent will be void. However, the Seller may assign or otherwise transfer its rights or delegate its duties under these Terms and Conditions, in whole or in part and subject to these Terms and Conditions, to a subsidiary or affiliate, or a purchase or transferee of substantially all of the assets used by such party in its business to which these Terms and Conditions

relates or in the event of a merger, acquisition, corporate restructuring or change in control, upon written notice of same to the Buyer.

HEADINGS. Headings used in these Terms and Conditions are for ease of reference only and will not be used to interpret any part of these Terms and Conditions.

CURRENCY. Unless expressly stated otherwise in a Quotation (on a case-by-case basis) or a subsequent agreement in writing between the Seller and the Buyer, all references to currency herein shall be in Canadian dollars.

CONFLICTING PROVISIONS OFFERED BY BUYER FOR ABSOLUTE CERTAINTY, any terms and conditions of any form, purchase order or other purchase or order documentation whatsoever issued by the Buyer, in connection with a Quotation, which purport to be a modification of, in addition to or inconsistent with the Terms and Conditions express herein, shall not be binding on the Seller nor will such terms modify, add to, or detract from the Terms and Conditions or to any matter to which the Terms and Conditions applies in any way whatsoever.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed in all respects by the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Buyer and Seller specifically agree that any claim, proceeding, legal action or dispute resolution relating to this contract shall be brought in Winnipeg, Manitoba.

ENTIRE AGREEMENT. These Terms and Conditions, in addition to the applicable Quotation, contain the complete and exclusive statement of the terms of agreement with the parties with respect to the subject matter and supersede all prior and contemporaneous understandings, representations and warranties, written and oral.

