

## GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### 1. APPLICATION

Unless their application is specifically excluded in writing, in whole or in part, by Énergir, these general conditions set out herein are binding on all persons selling or delivering goods or services to Énergir, L.P. (“**Énergir**”), acting by its general partner Énergir inc., which conditions form an integral part of all purchase orders issued by Énergir and of all goods or services purchase agreements signed by Énergir with a Supplier.

### 2. DEFINITIONS

In these general conditions:

- 2.1. “Contract” means i) the general conditions set out herein for the purchase of goods and services and either ii) all purchase orders issued by Énergir or all goods or services purchase agreements signed by Énergir and a Supplier, including all schedules to such documents or, where applicable, iii) the Contract award notice, the call for tenders document and the Supplier's proposal, including any schedules to such documents;
- 2.2. “Supplier” means any person selling or delivering goods or services to Énergir and all authorized assignees, successors and assigns of such persons.

### 3. AMENDMENTS OR OTHER AGREEMENTS

- 3.1. All the obligations or responsibilities of Énergir towards the Supplier are set out in writing in the Contract and Énergir assumes no other obligation or responsibility whatsoever towards the Supplier. No verbal information provided by an Énergir representative shall engage the responsibility of Énergir. Énergir is not bound to the Supplier by any other stipulation or agreement (including, notably, but without limitation, the Supplier's usual general conditions) unless specifically agreed to in writing by a duly authorized representative of Énergir.
- 3.2. Contract amendments, including without limitation any change to the specifications for goods to be delivered by the Supplier or any change to the packaging the Supplier uses to deliver the goods, shall only be made in writing and shall be signed by each party's authorized representative.

### 4. DOCUMENTS' INTERPRETATION AND PRIORITY

All the documents comprised in the Contract complete each other and all the information contained in any of these documents is part of the Contract.

In case of contradiction or ambiguity in the application of the various Contract documents, the following order of priority for the interpretation and performance of the rights and obligations set out herein shall apply:

- a) The purchase order or the goods or services purchase agreement signed by Énergir and the Supplier, with the exception of their schedules;
- b) If applicable, the schedules to the purchase order or to the goods or services purchase agreement, excluding the Supplier's bid or service offer accepted by Énergir;
- c) If applicable, the call for tenders documents, with the exception of the documents mentioned in paragraphs a) and b) and the general conditions set out herein for the purchase of goods and services;
- d) The present general conditions for the purchase of goods and services;
- e) The Supplier's bid or service offer accepted by Énergir.

## 5. ACCESS PROVIDED BY ÉNERGIR

On receipt of a prior written notice from the Supplier, Énergir will provide, insofar as required, access to the site where the goods must be delivered or the services rendered, provided the Supplier respects the Contract.

## 6. PRICE

The price and/or rates for the goods or services are stipulated in the Contract and shall apply for the Contract term. Such price and/or rates include all charges, fees and taxes applicable to the sale, packaging, shipment, transportation and delivery of the goods and delivery of the services, with the exception of GST and QST. The price also includes all the costs necessary to apply the prevention measures recommended by the public authorities in the context of the coronavirus pandemic (COVID-19).

## 7. BILLING AND PAYMENT

- 7.1.** Following delivery of the goods or services, the Supplier shall issue a detailed invoice referring to the Contract or the purchase order, depending on the nature of the order :
- a) When the order concerns goods, the Supplier shall send the invoices and supporting documents via email to the following address: [comptes.fournisseurs@energir.com](mailto:comptes.fournisseurs@energir.com).
  - b) When the order concerns services:
    - i) If the service entry was processed by the Supplier on the Web site "Espace Fournisseurs", Énergir's Supplier platform, the Supplier shall include the invoices and supporting documents with the service entry. The Web site is available at the following address: <https://espacef.energir.com/>.
    - ii) If the service entry was processed by an Énergir employee, the Supplier shall send the invoices and supporting documents via email to the Énergir employee who processed the service entry. The Supplier must communicate with Énergir in order for a representative of Énergir to provide them with the email address to which the invoices shall be sent.

7.2. All invoices shall be paid within thirty (30) days of the later of the following dates: (a) the date on which the goods or services contemplated by the invoice are delivered or performed and (b) the date on which Énergir receives an invoice in proper form from the Supplier.

7.3. All invoices of the Supplier must clearly indicate:

- a) in the header;
  - i) their name;
  - ii) their address;
  - iii) their identification number with respect to the Quebec Sales Tax (QST), the Goods and Services Tax (GST) and the Harmonized Sales Tax (HST);
  - iv) the number of the Énergir purchase order;
  - v) the number of the Énergir service entry, if applicable;
  - vi) the account assignment number (statement of work or other), if applicable;
- b) in the description;
  - i) the invoiced goods or services, their quantity and price;
  - ii) the details of the number of the section and sub-section of the purchase order of Énergir, if applicable;
  - iii) the item number of Énergir and the item number of the Supplier, if applicable;
  - iv) the environmental management fees with respect to the Contract, if applicable;
  - v) the applicable tax amounts:
    - i) Quebec Sales Tax (QST);
    - ii) Goods and Services Tax (GST); or, if applicable;
    - iii) Harmonized Sales Tax (HST);
  - vi) the payment term, if applicable.

## 8. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

The Supplier shall comply with all laws, regulations, standards and directives in force as well as with the corporate policies of Énergir posted on its Web site at [www.energir.com/policies](http://www.energir.com/policies). The Supplier shall also comply with the directives and instructions issued by Énergir to ensure the security of its sites, facilities and employees and smooth business operation.

The Supplier must register with Énergir's Suppliers platform, complete the required forms and provide the information requested by Énergir. The platform is available at the following address: <https://energirfournisseurs.stiq.com>.

The Supplier must perform the Contract in compliance with the measures contained in the document "Workplace Sanitary Standards Guide - COVID-19" available on the CNESST website, either at <https://www.cnesst.gouv.qc.ca/salle-de-presse/covid-19-info-en/Documents/DC100-2146A-Guide.pdf>. In addition, the Supplier must periodically inform himself of the updates that are made to the document and adapt his practices accordingly.

## 9. PERMITS

The Supplier shall hold and maintain, at all times, and at its expense, the permits, certificates, licences and other authorizations required to pursue its operations and perform its obligations pursuant hereto.

## 10. ASSIGNMENT

**10.1.** The Supplier shall not assign the Contract, in whole or in part, directly or indirectly, without Énergir's prior written authorization.

**10.2.** Notwithstanding any authorization granted by Énergir, the Supplier remains fully liable toward Énergir for the full performance of the Contract and the compliance by the assignee of the obligations stipulated herein.

## 11. SUBCONTRACTING

**11.1.** The Contract is only binding upon Énergir and the Supplier; the Supplier is solely liable toward Énergir for the goods delivered or services rendered by subcontractors.

**11.2.** Without limiting the foregoing, Énergir reserves the right, at all times, to refuse any subcontractor for any reasonable grounds, including inter alia the subcontractor's environmental or occupational health and safety record. Any Énergir decision under this section in no way modifies the Contract price.

## 12. CONFIDENTIALITY

**12.1.** All information and documents made available to the Supplier, acquired in any manner whatsoever and prepared as part of the conclusion and performance of the Contract ("Confidential Information") are the property of Énergir and are confidential. The Supplier shall treat the Confidential Information as such and shall not use it for any purpose other than performance of the Contract and shall not disclose such Confidential Information to anyone whomsoever except (a) with the prior written consent of Énergir or (b) to its employees or subcontractors who need to know such Confidential Information in order to perform the Contract, provided that such persons agree to protect the confidentiality of the Confidential Information.

The Supplier shall be liable to Énergir for any breach of the confidentiality obligation by a party to whom it disclosed the Confidential Information.

**12.2.** However, the obligation of confidentiality does not apply to:

- a) Information that is or becomes part of the public domain through no fault of the Supplier; or
- b) Information made available to the Supplier by a third party with no associated confidentiality obligation, provided such disclosure by the third party does not contravene any obligation of confidentiality to Énergir.

**12.3.** The communication of Confidential Information by Énergir in no manner confers on the Supplier any ownership rights to such Confidential Information, or any licence or right to use the Confidential Information for any purpose other than the performance of the Contract.

### **13. PUBLICITY**

The Supplier shall not make any reference to this Contract or otherwise use Énergir's name in the media or in any other marketing activity, without Énergir's prior written consent.

### **14. PROHIBITION TO USE OF NAME AND TRADEMARKS**

The Supplier shall not use Énergir trademarks or contest the validity of such trademarks or Énergir's rights in this regard.

### **15. ACCEPTANCE OF GOODS AND SERVICES**

Énergir shall not be deemed to have accepted the goods or services delivered unless such acceptance is specifically made in writing. The acceptance of some goods, mentioned on a bill of lading or on a delivery receipt, shall not constitute a presumption, a confirmation nor an acceptance by Énergir of the quality of such goods or of the quantity of goods delivered. Énergir's acceptance of the goods or services shall not constitute a waiver of the right to invoke any warranty and shall not release the Supplier from any obligation toward Énergir.

### **16. SUPPLIER'S ABILITY TO REPAIR, REPLACE OR CORRECT**

The Supplier shall maintain, for a reasonable period following termination of the Contract (but under no circumstances for less than 3 years), the ability and availability to repair and replace delivered goods and re-supply or correct services rendered and, in this regard, shall maintain the inventory, equipment and facilities and employ the personnel required to fulfill this obligation.

## 17. LIABILITY

### 17.1. Supplier's liability

The Supplier shall indemnify and hold Énergir, its general and limited partners, directors, officers, employees, representatives and subcontractors as well as their successors and assigns (collectively, the "Indemnified Persons") harmless and take up their defence in respect of all damages (including loss of profits and professional fees incurred) suffered by them and against all claims or proceedings instituted against them resulting or arising there from, directly or indirectly:

- a) of the fault, omission or negligence
  - i) of the Supplier;
  - ii) of persons under the control of the Supplier (including its directors, officers, employees and representatives); or
  - iii) of the Supplier's subcontractors or their directors, officers, employees and representatives, including any failure to fulfill the obligations stipulated herein and failure to provide compliant goods or services; or
- b) of items in the custody or care of the persons mentioned in paragraph a).

The Supplier shall not, under any circumstances whatsoever, agree to a settlement that runs counter to the rights and interests of an Indemnified Person, nor make a transaction relating to his/her rights and interests, without such person's prior written consent.

Énergir reserves the right to choose the attorneys who will represent it in any potential claim, or any claim or dispute arising from the Contract, even in cases where the fees for such attorneys shall be assumed by the Supplier as part of its aforementioned obligation to take up the defence of Énergir.

### 17.2. Supplier's liability for environmental protection

In the event of a fault on its part, the Supplier shall hold harmless and indemnify the Indemnified Persons in respect of all damages or prejudice that they may suffer in connection with any proceedings or claims, whether penal, civil or other, of any nature whatsoever, resulting from a breach of legislation or regulations applicable to the Contract relative to environmental protection, including the Environment Quality Act. The Supplier shall inter alia hold the Indemnified Persons harmless from all financial and other consequences arising in the event of the revocation, amendment, suspension or refusal to issue a certificate of authorization resulting from such breach.

Furthermore, the Supplier undertakes to take up the defence of the Indemnified Persons in any and all proceedings or claims referred to hereinabove and resulting from a breach of the legislation or regulations applicable to the Contract relative to environmental protection, including the Environment Quality Act.

### **17.3. Énergir's liability**

Énergir shall only be held liable for direct damages caused through its fault to the Supplier. No indirect or exemplary damages or loss of revenue, profits or contracts shall be claimed against Énergir by the Supplier or awarded thereto.

## **18. DISCLOSURE OF OFFENCES TO ÉNERGIR**

With respect to the goods delivered and services rendered under the Contract, the Supplier undertakes to notify Énergir, forthwith and in any event no later than within twenty-four (24) hours, following any breach or offence relating to the compliance with federal and provincial legislation and regulations, including municipal by-laws.

## **19. NON EXCLUSIVE SUPPLIER**

Énergir does not and shall not have an obligation of exclusivity in respect of the Supplier for the provision of certain goods or services and shall not be required to respect any minimum purchase amount or volume.

## **20. NO WAIVER/CUMULATIVE RECOURSE**

**20.1.** Énergir's failure or delay in insisting on the Supplier's strict application of any stipulation of this Contract or in informing the Supplier that it has contravened any of its obligations, or Énergir's acceptance of total or partial payment of any good or service shall not be construed as a waiver of Énergir's right to demand full performance of the Contract and shall not release the Supplier from its obligations or warranties pursuant hereto.

**20.2.** All recourses stipulated herein are cumulative and are in addition to the recourses provided by law.

## **21. TERMINATION OR SUSPENSION**

Énergir may, at any time and at its discretion, through a simple notice to the Supplier and without compensation thereto, terminate or suspend all or part of the Contract. Énergir shall then only be required to pay for the goods delivered and services rendered prior to the date of termination or suspension.

## **22. SURVIVAL OF CERTAIN PROVISIONS**

Notwithstanding any termination or termination of the Contract, the provisions herein that implicitly or explicitly must remain in effect shall remain so. Such provisions include, notably, but without limitation: section 12 – Confidentiality, section 17.1 – Supplier's Liability, section

17.2 – Liability of Supplier for environmental protection, sections 32 and 39 – Insurance and sections 33 and 36 – Intellectual Property.

### 23. NOTICE

Any notice that a party wishes or must send to the other party under the Contract shall be made in writing and delivered by registered mail or messenger to the address indicated in the Contract or to any other address as the party may designate by providing written notice to the other party to this effect.

### 24. TIME IS OF THE ESSENCE

Time shall be of the essence of this Contract.

### 25. FORCE MAJEURE

If a party is unable to perform its obligations due to a case of force majeure, as defined in the *Civil Code of Québec*, it shall so inform the other party in a timely manner. The obligations of the party so affected shall be suspended without liability; however, said party shall be required to remedy the cause of the force majeure as promptly as possible or find an alternate means of performing its obligations or, if such is not possible, to diminish the impact of the force majeure.

### 26. APPLICABLE LEGISLATION

**26.1.** This Contract shall be governed and interpreted in accordance with the laws in force in the Province of Québec. The application of the United Nations Convention on Contracts for the International Sales of Goods (1980) is specifically excluded.

**26.2.** The courts have exclusive jurisdiction to rule on all Contract-related disputes or litigation. To this end, Énergir and the Supplier elect domicile in the judicial district of Montréal (Québec).

### 27. TERM

The Contract term is set out in the purchase order or agreement.

### 28. INSPECTION RIGHT

On request, the Supplier shall provide Énergir and any other third party mandated by Énergir access to the site where the services are rendered or where the goods are manufactured in order to allow it to verify or inspect the work performed.



## ADDITIONAL GENERAL CONDITIONS APPLICABLE TO GOODS

### 29. DELIVERY AND TRANSFER OF OWNERSHIP

**29.1.** The Supplier shall deliver the goods on the dates and to the locations indicated by Énergir in the Contract. All deliveries shall bear the Énergir purchase order number and complete delivery address, failing which the delivery may be returned to the Supplier, at its expense. All goods sent in a given shipment shall bear consecutive numbers, which numbers must appear on the shipping slips and bills of lading on the line reserved for the description of the goods in question.

**29.2.** The Supplier shall assume the costs and risks of transporting the goods.

**29.3.** The transfer of ownership of the goods delivered takes place upon their delivery to the location indicated by Énergir in the Contract.

### 30. REPRESENTATIONS AND WARRANTIES

**30.1.** The Supplier hereby represents and warrants to Énergir that:

- a) It assigns to Énergir a valid right of ownership in respect of the goods, which goods are free of all claims, sureties, hypothecs, encumbrances or any other third-party right;
- b) The goods comply with the specifications set out in the Contract and are ready for the use for which they are intended by Énergir;
- c) The goods do not contravene any third-party intellectual property rights;
- d) The goods are new, of good quality and free from all apparent or hidden defects. If it becomes aware of any defect, the Supplier shall promptly inform Énergir;
- e) It is providing all that is required to ensure full enjoyment and use of the goods.

**30.2.** Such warranties are in addition to and not in lieu of statutory warranties.

### 31. FAILURE TO RESPECT WARRANTIES

If the goods are used, defective, non-compliant, unfit for the use for which they are intended or fail to respect, for any reason whatsoever, the warranties stipulated in the Contract, the Supplier undertakes, at its expense and at Énergir's discretion, to:

- a) Repair or refurbish the goods;
- b) Replace them with new goods; or
- c) Refund the purchase price.

In such a case, the Supplier shall assume the cost of removing and re-installing the goods.

The goods so repaired or replaced shall be subject to the warranties set out in section 30, as of their repair date in the case of repaired goods or, in the case of replaced goods, as of the date the replaced goods are delivered.

If the Supplier fails to fulfill this obligation, Énergir may, at the Supplier's expense, use the services of a third party to repair, refurbish or replace the goods.

## **32. INSURANCE**

For the protection of Énergir, its successors and assigns, the Supplier undertakes to take out and keep in effect, at its expense and with a recognized insurer, throughout the term of the Contract, the following liability insurance covering the Supplier's operations in Canada, namely:

### **32.1. General liability insurance**

General liability coverage for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2,000,000), per occurrence.

### **32.2. Increases in limits and additional premiums**

The Supplier may, at its discretion and according to the requirements of this Contract, increase the limit of the amount set out herein or take out additional insurance. However, no additional premium associated with such increased limit or additional insurance may be claimed from Énergir. The insurance amount stipulated in section 32.1 in no manner limits the amount for which the Supplier may be liable to Énergir under this Contract.

### **32.3. Insurance policy and certificate**

The Supplier shall send to Énergir, on request, and at the latest within five (5) days of receipt of the purchase order, a copy of the insurance certificate as proof that the insurance and limit required by this section are in effect. The document will be delivered electronically via Énergir's Suppliers platform.

The insurer shall notify Énergir at least thirty (30) days prior to the cancellation of the policy or of a material change in coverage.

### **32.4. Failure to provide the insurance certificate or policy**

If the Supplier fails to provide Énergir with the insurance certificate or policy required pursuant hereto or if such insurance certificates or policies become null and void or are limited or reduced, contrary to the provisions of this Contract, Énergir may then, in lieu of the Supplier, without compensation to Supplier, terminate or suspend all or part of the Contract. Énergir will only be required to pay for the goods delivered and the services provided before the date of termination or suspension.

### 33. INTELLECTUAL PROPERTY

The Supplier undertakes to obtain and assign to Énergir upon delivery of the goods concerned at the latest all the intellectual property rights required to allow use of the goods for the purposes for which they are intended as well as their maintenance, repair and refurbishment, as the case may be. The Supplier hereby waives all moral rights in respect of such goods.

## ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SERVICES

### 34. REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants to Énergir that:

- a) the services provided will comply with Énergir's requirements set out in the Contract and will be performed according to the highest industry standards and practices;
- b) the personnel assigned to the delivery of the services have the skills and certificates required to deliver the services effectively, in compliance with the Contract;
- c) if the services include the production of reports, documents or works, said reports, documents or works will not contravene any third-party intellectual property rights;
- d) it will be prudent and diligent; notably, it will take, at its expense, all the precautions and measures required to:
  - i) avoid damaging Énergir's facilities and properties as well as surrounding facilities and properties;
  - ii) adequately protect and ensure the physical safety of its employees, the employees of Énergir and all persons likely to be involved in the services.

### 35. FAILURE TO RESPECT WARRANTIES

If the services do not comply with the warranties set out herein, the Supplier undertakes, at its expense, and at Énergir's request, to repair, re-supply or correct such services. If the Supplier fails to fulfill its obligations in this regard, Énergir may, at the Supplier's expense, use the services of a third party to repair, re-supply or correct the services.

### 36. INTELLECTUAL PROPERTY

The Supplier hereby assigns to Énergir all of its intellectual property rights in all reports, documents or works prepared as part of the performance of the Contract, including copyright therein, and waives all moral rights in respect of such services in favour of Énergir.

### 37. LOCATION OF SERVICE PERFORMANCE

When required by Énergir, the services will be performed at its premises using the media and equipment it provides. The services will be performed during Énergir's business hours.

The Supplier undertakes to comply with the policy governing the use of IT and telephony tools appended hereto as Schedule A and to ensure that its employees, representatives and agents comply with such policy.

### **38. REPLACEMENT OF SUPPLIER'S HUMAN RESOURCES**

During performance of the services, Énergir may request that the Supplier replace its employees who do not have the requisite expertise. In such a case, the Supplier undertakes to assign employees with the required skills, in a timely manner following receipt of a request to this effect from Énergir.

### **39. INSURANCE**

For the protection of Énergir, its successors and assigns, the Supplier undertakes to take out and keep in effect, at its expense, with a recognized insurer, throughout the term of the Contract, the following insurance covering the Supplier's operations in Canada, namely:

#### **39.1. General liability insurance**

General liability coverage for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2,000,000) per occurrence, in which Énergir is an additional insured. As regards activities or work performed or to be performed under the Contract, said policy shall be subject to the stipulations of Énergir's special endorsement titled "Comprehensive General Liability Insurance & Umbrella Endorsement" appended hereto as Schedule B. Said endorsements shall form an integral part of the Supplier's policy and shall be effective on the Contract date.

The Supplier who performs several contracts on behalf of Énergir during the same calendar year must provide a certificate of insurance demonstrating a minimum of FIVE MILLION DOLLARS (\$ 5,000,000) for the general liability insurance limit.

#### **39.2. Third-party liability automobile insurance**

Third-party liability automobile insurance coverage, owner's form, for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2,000,000) per claim.

As regards the activities or work performed or to be performed under the Contract, said policy shall be subject to the stipulations of Énergir's special endorsement titled "Third-Party Liability Automobile Insurance," appended hereto as Schedule B. Said endorsement shall form an integral part of the Contractor's policy and shall take effect on the Contract date

#### **39.3. Professional liability insurance**

Professional liability insurance coverage of at least TWO MILLION DOLLARS (\$2,000,000) per accident or claim and shall remain in effect for twenty-four (24) months following expiration of the Contract.

For computer / IT service providers, or any Supplier with access to Énergir's computer network, this insurance must include a guarantee for risks relating to cyber risks, in particular responsibility for invasion of privacy, personal data protection and electronic document information / network security.

The Supplier who performs several contracts on behalf of Énergir during the same calendar year must provide an insurance certificate demonstrating a minimum of FIVE MILLION DOLLARS (\$5 000,000) for the professional liability insurance limit.

#### **39.4. Increases in limits and additional premiums**

The Supplier may, at its discretion, increase the limits set out herein or take out additional insurance. However, no additional premium associated with such increased limit or additional insurance may be claimed from Énergir for the performance of the services stipulated herein.

The insurance limits or amounts stipulated herein in no manner limit the amount for which the Supplier may be liable.

#### **39.5. Insurance endorsements, policies and certificates**

On request, the Supplier shall send to Énergir, upon request and at the latest within five (5) days following receipt of the purchase order, the aforementioned endorsements duly completed and signed by the authorized representative of the Supplier's insurer. The Supplier shall also send Énergir, upon request and at the latest within five (5) days of receipt of the purchase order, copies of the insurance certificates as proof that the types of insurance and limits required under this Contract are in effect.

The insurers shall notify Énergir at least thirty (30) days before cancellation of the policy or of a material change to the insurance coverage. Said policies must be kept in effect commencing on the start date of the services until their definitive completion and 24 months after this date for professional liability insurance.

#### **39.6. Failure to provide insurance endorsements, certificates or policies**

If the Supplier fails to provide Énergir with the insurance endorsements or certificates required pursuant hereto or if such insurance endorsements, policies or certificates become null and void or are limited or reduced, contrary to the provisions of this Contract, Énergir may then, in lieu of the Supplier take out and maintain in effect, the insurance policies required pursuant hereto.

All costs incurred by Énergir to this effect shall, at Énergir's discretion, be invoiced to the Supplier or deducted from the amounts that are or will be due to the Supplier under this Contract.

### **40. INDEPENDENT CONTRACTOR**

The Supplier is an independent contractor who is free to choose the means, methods and ways of delivering the services, provided the Contract requirements are respected.

### **41. SCHEDULES**

Schedules A and B form an integral part hereof.

#### 42. LANGUAGE OF THE CONTRACT

The Contract was drafted in English at the request of the parties. Le Contrat a été rédigé en anglais à la demande des parties.

**ÉNERGIR POLICY GOVERNING THE USE OF IT AND TELEPHONY TOOLS**

1. This policy is aimed at protecting Énergir, L.P. (hereinafter “Énergir”) and its employees against any illegal, erroneous or abusive use of IT tools; the policy applies also to all users of Énergir IT tools (hereinafter the “User”).
2. Énergir has the right but not the obligation to control and supervise all aspects of computer use based on the company’s needs. Énergir may use monitoring software that systematically filters and archives information content (text and image) transmitted or received electronically. The software can detect, among other things, images and video sent or received electronically and any information containing preselected keywords indicating potentially abusive, illegal and/or offensive use of IT tools. The software then automatically informs the user, the email ender and the e-mail Security Administrator of such information, which is then archived.
3. The Security Administrator and his staff are required to preserve the confidentiality of information received by the monitoring software or received in any other manner. The Security Administrator may send Human Resources any information indicating that a user has failed to comply with this policy and/or the law. Human Resources, together with the manager concerned, may then apply disciplinary measures, if applicable.
4. Users shall utilize IT tools solely for the execution of Énergir-related duties. However, Énergir may allow users the privilege of occasionally using the Internet and email for personal purposes provided such use is reasonable and is in no manner detrimental to Énergir. Given that electronically transmitted or received content is monitored (paragraph 2 of this directive), users should abstain from using IT tools to transmit or receive information with respect to privacy.
5. The following use of IT tools is notably prohibited:
  - (i) Consulting or distributing offensive material, hateful propaganda, pornographic and defamatory content;
  - (ii) Any other criminal activity;
  - (iii) Racist or sexist statements;
  - (iv) Violation of copyrights or intellectual property;
  - (v) Unauthorized access to Énergir documents;
  - (vi) Unauthorized distribution of personal information to Énergir, its employees, customers and commercial partners.
6. All users of Énergir’s IT tools have the obligation not to use or disclose any confidential information to the detriment of the company. Users must take appropriate measures when travelling or working outside Énergir offices to protect the confidentiality of information contained in the IT tools (e.g. ensure third parties cannot read company information; avoid leaving laptops within view in vehicles, etc.).
7. Internet use must be authorized by the Information Technology Division and is subject to an Énergir-approved security mechanism. Énergir reserves the right to block access to certain Web sites deemed not relevant to the company’s needs.



8. Except for information intended for company-wide dissemination by Énergir, all information sent by the Énergir email network must be addressed to the recipient(s) concerned.
9. Only persons authorized by Énergir may post information on the Énergir intranet. Énergir reserves the right to decide what is relevant information in this regard.

File no:
Contract no:
Project description:

**COMPREHENSIVE GENERAL LIABILITY  
INSURANCE & UMBRELLA ENDORSEMENT**

This endorsement forms a part of the policy(ies) described hereunder and becomes effective as of the date at which Énergir, L.P. ("Énergir") allocates the above mentioned contract to a contractor. It is understood and agreed that this endorsement applies only to the liability arising out of the operations performed by the Insured under the terms of said contract between the Insured and Énergir.

**Primary:**

Name of insurance company (insurer)	
Name of agent or broker	No.:
Name of insured	
Kind of insurance	Policy no.:
Effective date of this endorsement      day      month      year	Expiration date                      day      month      year

**Umbrella (if applicable):**

Name of insurance company (insurer)	
Name of agent or broker	No.:
Name of insured	
Kind of insurance	Policy no.:
Effective date of this endorsement      day      month      year	Expiration date                      day      month      year

1. The single limit of liability required under the terms of the contractual agreement referred to above, is **\$2 000 000** or **\$5 000 000** per occurrence, under the terms of the Contract.
2. Énergir, L.P. is added as an **additional insured**.
3. This insurance applies to the liability assumed by the Insured under said contract. The Insurer also agrees to cover the contractor's contractual liability assumed under the clause entitled "Contractor's liability" below:

**CONTRACTOR'S LIABILITY**

The Contractor assumes entire responsibility and liability for any damage or loss to the Company or any other person, arising directly or indirectly, from any error, omission or negligent act of the Contractor or persons under his control or for damage to property for which he may be liable. As per the above, the Contractor agrees, for himself, his successors and assigns, to protect, indemnify, exonerate, save and hold harmless the Company, its officers, agents, employees and successors and assigns from any and all damage, loss, expense, lawsuit, action or allegation and from all costs, losses, and expenses in connection with the Performance of Work by the Contractor, brought against them by any person, entity or corporation, as a result of incidents arising out of operations or from the Performance of Work by the Contractor, his officers, agents or employees, or by his sub-contractors, their officers, agents and employees or by any other person, entity or corporation under the terms of this contract, by reason of personal injury, bodily injury, including death, and property damage, as a result of any negligent act, fault or omission by the Contractor, his officers, agents and employees, or by his sub-contractors, their officers, agents or employees, or as result of any joint negligent act, fault or omission of the Contractor, his officers, agents or employees and/or of his sub-contractors, their officers, agents or employees, between themselves or with respect to third parties, except by reason of the sole negligence of the Company. Furthermore, the Contractor shall defend, at his expense, any civil suit or action against the Company, its officers, agents, employees, successors and assigns, and Company's representatives, by reason of any death or damages, and shall pay for all damages, costs and expenses, including legal fees relating to such suit or action.

- 4. The Insurer agrees that the policy mentioned above in this endorsement provides, among others, the following coverage:
  - 1) Insurance on contractor's premises and operations;
  - 2) 12 month completed operations coverage;
  - 3) Product and completed Liability;
  - 4) Cross Liability and Severability of Interest;
  - 5) Contingent Employers' Liability insurance;
  - 6) Contractual Liability, particularly assumed under contract under the clause entitled "Contractor's liability";
  - 7) Personal Injury Liability insurance
  - 8) Insurance on the following operations: shoring, excavation, underpinning, demolition, pile driving, caisson works, underground hazards, tunnel driving, and surveying of leveling operations;
  - 9) Insurance on work performed by subcontractors;
  - 10) Non-owned Automobile Liability insurance;
  - 11) Insuring agreement on "Occurrence" basis, including "accident".
  - 12) Property damage-broad form;
  - 13) Primary and non-contributory Insurance;
  - 14) Risks arising from elevators and lifting equipment;
  - 15) Sudden and accidental pollution liability;
  - 16) Work near railroad allowed.
- 5. Notwithstanding any other condition stipulated in this policy, Insurer agrees not to cancel this policy without giving Énergir written notice of at least thirty (30) days prior to such date of cancellation. Such written notice must be forwarded by registered mail to:

**RISK AND INSURANCE MANAGEMENT  
ÉNERGIR, L.P.  
1717 Du Havre Street  
Montreal, Qc  
H2K 2X3**

- 6. It is further agreed that any act, omission, declaration of any one Insured, or any of his employees, directors or officers, which could result in cancellation of this policy or in reduction in payment of indemnity, shall in no way prejudice the rights of any other Insured under this policy.
  - 7. The Insurer hereby specifically waives any and all rights of subrogation against Énergir.
- Except as otherwise provided by this endorsement, all terms provisions or conditions of the policy shall have full force and effect.

Date: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(Insurer's authorized agent)

(rev 11-2017)

Reference No :

File no.:
Contract no.:
Project description:

**AUTOMOBILE THIRD PARTY LIABILITY  
INSURANCE ENDORSEMENT**

**OWNER'S FORM**

This endorsement forms a part of the policy described hereunder and becomes effective as of the date at which Énergir, L.P. allocates the above mentioned contract to a contractor. It is understood and agreed that this endorsement applies only to the liability arising out of the operations performed by the Insured under the terms of said contract between the Insured and Énergir.

Name of insurance company (Insurer)	
Name of agent or broker	No.:
Name of Insured	
Kind of insurance	Policy no.:
Effective date of this endorsement      day      month      year	Expiration date                      day      month      year

1. With respect to Section A of the Insuring Agreements of this policy entitled Third Party Liability, the single limit of liability required under the terms of contractual agreement referred to above, is \$2 000 000. per occurrence. The limit of the Insurer's liability under this policy is \$ \_\_\_\_\_ per occurrence.
2. Notwithstanding any other condition stipulated in this policy, Insurer agrees not to cancel this policy without giving Énergir written notice of at least thirty (30) days prior to such date of cancellation. Such written notice must be forwarded by registered mail to:

**RISK AND INSURANCE MANAGEMENT**  
**ÉNERGIR, L.P.**  
**1717 Du Havre Street**  
**MONTREAL, Qc**  
**H2K 2X3**

3. It is further agreed that any act, omission, declaration of any one Insured, or any of his employees, directors or officers, which could result in cancellation of this policy or in reduction in payment of indemnity, shall in no way prejudice the rights of any other Insured under this policy.
4. No deductible which may otherwise be mentioned in this policy shall apply to claims against Énergir.

Except as otherwise provided by this endorsement, all terms provisions or conditions of the policy shall have full force and effect.

Date: \_\_\_\_\_ Signed by: \_\_\_\_\_  
 (Insurer's authorized agent)

(rev. 11-2017)