



1. **Purchase orders:** These conditions apply and are part of each purchase order (“PO”) that Caisse de dépôt et placement du Québec (“Caisse”) may issue via an authorized intermediary of the Procurement Department (the “Authorized Intermediary”) to the recipient (the “Supplier”). The PO and these general conditions constitute a binding agreement (collectively, the “Agreement”) between the parties. In the event of any conflict or inconsistency between these general conditions and those set out in the PO, the latter shall take precedence. However, if Caisse and the Supplier have entered into an agreement or a master agreement for services, for supply of product, or for licencing of products, the terms and conditions of the agreement or master agreement shall take precedence over the PO’s general conditions in the event of any conflict or inconsistency. Each PO must include a description of all required services (including all deliverables stemming from the services, as applicable) (the “services”) or the delivery of all products, materials, licences or items ordered (collectively, the “products”) by Caisse under the PO and must set out, as applicable, the characteristics, quantities, prices, delivery schedule or implementation timetables, in addition to the place(s) of delivery or implementation.
2. **Acceptance of the Agreement:** The Supplier shall be deemed to have accepted this Agreement whenever the earlier of the following two (2) events occurs: (i) written confirmation (by email or other means of writing) of the Supplier’s acceptance of the PO is communicated to Caisse’s Authorized Intermediary, or (ii) the Supplier begins to provide the services or deliver the products. No changes to the PO, including any additional conditions or different conditions to those set out in the Supplier’s acceptance, shall be binding on Caisse unless Caisse agrees to said changes in writing.
3. **Modifications:** The Supplier may not modify the PO, including the Specifications (as defined below), without obtaining Caisse’s prior written consent; any modifications agreed to by the parties shall be incorporated within the PO. At any time and by means of written notice, Caisse may, via its Authorized Intermediary, modify a PO. If such modifications lead to a higher or lower implementation cost or a longer or shorter implementation time for the PO in question, the parties must agree on an equitable adjustment followed by a modification order. The Supplier shall be deemed to have waived the right to make any adjustment request, unless said request is submitted in writing within five (5) business days following receipt by the Supplier of a modification order, together with a firm proposal, including the additional cost or time required to carry out the modification. However, nothing in this provision shall exempt the Supplier from implementing the PO as modified. Notwithstanding the foregoing, (i) Caisse may, at its discretion, automatically modify the PO’s delivery schedule without any impact on the cost if the modification has no impact on the expected delivery date over the following four-week period, and (ii) the Supplier must take all possible steps to modify the expected delivery dates during the following four-week period. In addition, Caisse shall not hold the Supplier liable if the products cannot be delivered despite those efforts.
4. **Prices and payment:** The invoices submitted to Caisse must reflect the prices indicated in the PO. Unless otherwise specified in the PO, payment shall be made within a period of sixty (60) days following (i) Caisse’s acceptance of the products or services, or (ii) receipt by Caisse of an accurate and acceptable invoice. Caisse is entitled to compensation and to reduce its payment of any amounts due to the Supplier under another PO or any other agreement between the parties. Caisse may withhold the payment of any invoiced amounts being contested in good faith or any amounts sufficient to reimburse Caisse for any losses, damages, expenses, costs or obligations stemming from the Supplier’s failure to comply with any of the requirements under this Agreement. The Supplier acknowledges that pursuant to section 31.1.1 of the *Tax Administration Act* (R.S.Q., c A-6.002) and any other provisions of any applicable tax law or support law, if the Supplier or the service provider owes an amount payable under tax or support law, the Minister of Revenue may require that Caisse send it the amounts that would normally be payable to the Supplier so that it may allocate all or part of it to the payment of the Supplier’s or the service provider’s tax or support debt.
5. **Taxes:** The Supplier represents that it is registered for the purposes of the Goods and Services Tax (GST) and the Québec Sales Tax (QST). However, since Caisse is a tax-exempt organization, the Supplier agrees that, as of the effective date of this Agreement and subject to the coming into force of tax harmonization legislation, no taxes shall be invoiced to Caisse or paid by Caisse, which undertakes to provide the Supplier, upon request, with a certificate confirming Caisse’s tax-exempt status. Since this exemption is valid until March 31st, 2013, the Supplier shall include the applicable taxes in its billing for services and products as of April 1st, 2013,
6. **Specifications:** The Supplier undertakes to design, manufacture or supply the products and to deliver the required services under the PO in accordance with the designs, templates, software applications, programs, modules, organizational charts, models, data, specifications, samples or any other applicable descriptions or instructions provided or agreed to by Caisse (the “Specifications”). The Supplier acknowledges that the Specifications provided by Caisse are the property of Caisse and constitute Caisse’s Confidential Information (as defined below).
7. **Delivery:** Any date or timeframe indicated in the PO constitutes an essential condition of the fulfillment of the Supplier’s obligations hereunder. Unless written notice to the contrary is provided by Caisse, (i) the products or services must be fully delivered on the dates and in the locations set out in the PO, and (ii) the Supplier may not make early or partial deliveries. Caisse reserves the right to retain any early deliveries or any excess quantities of products delivered and to make payment as if the delivery had occurred on schedule or to return the products in question at the Supplier’s expense. The Supplier shall bear the risk of any loss and shall pay any shipping expenses relating to any excess quantities of products. The Supplier shall be liable for any damages stemming from late delivery, unless the delay constitutes an Excusable Delay (as defined below) in accordance with section 31 (Excusable Delay) of the general conditions.
8. **Packaging and shipping:** The products must be packaged and shipped in accordance with the instructions set out in the PO and in accordance with all applicable laws and regulations, as well as with all necessary or applicable technical and industrial standards. The Supplier must ship the products on a delivered-at-place basis (DAP) (*Incoterms 2000*) to Caisse’s offices (unless indicated otherwise in the PO). Separate invoices indicating the number of the PO, the item numbers, the quantities, the unit prices and the calculated values are required for each PO. Similarly, each shipment must be accompanied by the necessary waybills and certificates of compliance, in addition to all applicable permits or licences pertaining to exports, imports, etc. The location of each waybill must be clearly indicated on the container. The complete PO number must be indicated on all documents.
9. **Exports:** The Supplier is responsible for understanding and complying with all applicable laws governing imports and exports, including governmental approvals, licences, permits and any other required documents, in addition to any industry guidelines and standards required for the import, use or return of the products or for delivering the services in Canada. The Supplier must indemnify Caisse for any damages, obligations, penalties, losses, costs or expenses, including any legal expenses and fees that may be imposed on Caisse or that Caisse may incur in connection with any violations of the applicable regulations and laws governing imports and exports by the Supplier.
10. **Acceptance:** (a) All products and services described in a PO are subject to acceptance by Caisse. The Supplier must ensure that the products or services provided meet all of the Specifications’ requirements. In the event that Caisse deems that the products



delivered or the services provided do not meet the Specifications' requirements, Caisse shall notify the Supplier and the Supplier undertakes to rectify the products or services to Caisse's satisfaction.

(b) All non-compliant products must, at Caisse's sole discretion, either be returned to the Supplier for repair at no cost to Caisse and on a DAP (*Incoterms 2000*) and a "freight collect" basis, or be repaired by Caisse at the Supplier's sole expense, and Caisse shall debit the Supplier's account accordingly. The Supplier must provide Caisse with brand-new replacement products on a DAP basis (*Incoterms 2000*) within ten (10) business days following receipt of non-compliant products. If services are non-compliant, at Caisse's discretion, the Supplier must supply the services again or must reimburse Caisse for the portion of the price of the PO relating to the non-compliant services. The Supplier must respond to all requests for corrective measures submitted by Caisse within ten (10) business days of receipt of such request and must implement these corrective measures within a timeframe acceptable to all parties.

11. **Property rights:** Each party retains the ownership of its intellectual property rights existing prior to the conclusion of this Agreement. Unless there is a signed agreement to the contrary between the parties, (i) the title and ownership of all products or deliverables resulting from the services paid by Caisse shall be transferred to Caisse once the delivery thereof has been accepted by Caisse (the "**Acquired Property**"); and (ii) Caisse shall enjoy all rights to use, modify or make enhancements and to create derivative works or otherwise to modify, distribute or otherwise transfer ownership of the Acquired Property. The Supplier must sign all documents required by Caisse to give effect to the foregoing. The Supplier withdraws and waives the right to invoke any moral rights or any other rights with respect to the Acquired Property. The Supplier represents and warrants that it holds all of the rights required to grant ownership or licencing rights, as applicable, stemming from the PO and to reach an agreement on the PO, and that the rights granted hereunder do not infringe the intellectual property rights of any third parties.
12. **Warranty:** The Supplier warrants that it is entitled to enter into this Agreement and that all products or services (including the deliverables stemming from the services) provided hereunder are free from any charges, encumbrances or claims and that it is fully entitled and authorized to sell said products or services. The Supplier warrants that all of the products delivered under the PO will be free from material defects and design or implementation errors, that they will comply with the applicable Specifications and that they will be suitable for the intended purposes. Unless otherwise set out in the PO, the warranty shall remain in effect for a period of twelve (12) months beginning on the date of delivery to Caisse. The Supplier also warrants that for a period of twelve (12) months (or any other period set out in the PO) following the completion of any services provided by the Supplier under the PO, said services (i) shall meet the Specifications and (ii) shall be provided in a professional manner in accordance with industry standards applicable to the provision of such services. Under no circumstances shall this warranty supersede any warranty that is more advantageous to Caisse and that is automatically offered by the Supplier or the manufacturer upon the acquisition of products or the delivery of services.
13. **Defective products or non-compliant services:** All defective products must, at Caisse's discretion, either be returned to the Supplier for repair or replacement, at no cost to Caisse, on a DAP (*Incoterms 2000*) and a "freight collect" basis, or must be repaired by Caisse at the Supplier's sole expense; Caisse shall debit the Supplier's account accordingly. For valid warranty claims, Caisse shall debit the Supplier's account in the amount of the actual round-trip transportation fees between Caisse's offices and the Supplier's offices. If the services are not in compliance with said warranty, at Caisse's option, the Supplier must supply the services again or reimburse Caisse for that portion of the PO price relating to the services in question.
14. **Supplier's Representatives:** The Supplier represents and warrants that the Supplier and its directors, officers, employees, sub-contractors, representatives, agents or professional advisors (collectively, the "**Supplier's Representatives**") manufacturing or delivering products or supplying services have the necessary skills and expertise to carry out this Agreement and that the products and services will be manufactured, delivered and supplied in a manner that is professional, competent and consistent with industry standards. The Supplier undertakes to ensure that the Supplier's Representatives will comply with the provisions of this Agreement and expressly agrees that it will be liable in the event of any violation of this Agreement by the Supplier's Representatives. In the event that a Supplier's Representative is present in Caisse's offices, the Supplier and the Supplier's Representative shall be subject to the regulations, policies and instructions (including, in particular, the access to and use of Caisse's computer systems and facilities) in effect from time to time within Caisse in order to ensure the safe, orderly and efficient conduct of Caisse's operations. The Supplier undertakes to ensure that each of the Supplier's Representatives present in Caisse's offices will comply with these regulations, policies and instructions. Each of the Supplier's Representatives present in Caisse's offices shall be subject to all safety rules that may be imposed from time to time by Caisse.
15. **Confidential Information:** All information and documents transmitted verbally or in writing to the Supplier by Caisse, its subsidiaries, their directors, officers, employees, representatives, advisors, clients, depositors, suppliers or agents (collectively, "**Caisse's Representatives**") that come to the attention of the Supplier or the Supplier's Representatives in connection with this Agreement or that are prepared by the Supplier or the Supplier's Representatives shall remain strictly confidential (the "**Confidential Information**"). The Supplier and the Supplier's Representatives may not, without Caisse's prior written consent, disclose in any way, in whole or in part, or use, whether directly or indirectly, for any purpose whatsoever, Confidential Information at any time other than for the purposes of this Agreement. Upon the resiliation, whether voluntary or not, of this Agreement, the Supplier undertakes to immediately provide Caisse with, and to ensure that the Supplier's Representatives immediately provide Caisse with, the Confidential Information, in addition to any copies, excerpts or summaries thereof. For the purposes of this Agreement, Confidential Information does not include any information (i) that is already or becomes publicly known, other than following a disclosure made by the Supplier or by the Supplier's Representatives in violation of this Agreement, (ii) that is communicated to the Supplier or to the Supplier's Representatives on a non-confidential basis from a source other than Caisse or one of Caisse's Representatives, or (iii) that was developed by the Supplier or the Supplier's Representatives without violating their obligations under this Agreement.
16. **Personal information:** Other than the exclusions to the definition of Confidential Information, section 15 (Confidential information) applies to personal information that may be communicated to the Supplier in connection with this Agreement. The Supplier acknowledges that Caisse is a public body subject to the *Act respecting access to documents held by public bodies and the Protection of personal information* (R.S.Q., c A-2.1) (the "**Access Act**"). The Supplier undertakes to comply with and to ensure that the Supplier's Representatives comply with the applicable laws pertaining to the protection of personal information including, without limitation, sections 53 and 59 of the Access Act. The Supplier undertakes to take all necessary measures (including all physical, technological and administrative measures) to ensure the protection of personal information and to ensure that personal information is not used for any purposes other than the delivery of products or the supply of services hereunder.
17. **Advertising:** The Supplier may not use the name or logo of Caisse or of a Caisse subsidiary (collectively, the "**Names**"), including, in particular, in its advertising or in its list of clients or partners, as well as in any public communications made verbally or in writing, using



any medium whatsoever. In the event that the Supplier wishes to make such use of the Names, it must obtain Caisse's prior written approval of the use of the Names and, as applicable, of the text in which the Names are intended to be used. Caisse may, at its sole discretion, agree or refuse to give its approval.

18. **Liability:** The Supplier undertakes to indemnify, defend and hold Caisse and (i) Caisse's Representatives and (ii) Caisse's successors, assigns and sub-contractors (collectively, the "**Indemnified Parties**") harmless from any and all losses, bodily injuries (including death), damages, debts, fees and expenses (including reasonable legal fees and any other expenses incurred to defend itself against any such action) that the parties may incur or sustain in connection with the application of this Agreement or as the result of a claim based on this Agreement, negligence, warranty violations, civil liability, property rights, intellectual property rights or moral rights, except insofar as the foregoing are attributable to the Indemnified Parties' sole gross negligence or willful misconduct.
19. **Violations of third parties' rights:** The Supplier must, at its own expense, indemnify, defend and hold Caisse and the Indemnified Parties harmless from any and all actions, claims or other proceedings brought against Caisse or an Indemnified Party insofar as they are based on a claim that the use of the Acquired Property or a product under licence violates, in whole or in part, a copyright, trademark, patent or any other intellectual property right or moral right, or that the Acquired Property or a product under licence incorporate, in whole or in part, an illegally appropriated trade secret. The Supplier must pay all fees, damages and expenses (including reasonable legal fees and any other expenses incurred to defend itself against any such action) awarded against Caisse or the Indemnified Party or paid by Caisse or the Indemnified Party to settle any such actions, claims or proceedings attributable to such a claim or otherwise incurred by Caisse or the Indemnified Party. In addition, if Caisse is prohibited from using the Acquired Property or the product under licence, in whole or in part; if it is ordered to stop doing so as the result of a claim for infringement of a third party's rights, Caisse shall be entitled to require the Supplier (i) to obtain the right to use the Acquired Property or the product under licence or the portion of such property or product that violates the rights in accordance with this Agreement, (ii) to modify the Acquired Property in question or the product under licence in question or the infringing portion thereof without diminishing their overall performance in order to end the violation, or (iii) to replace the Acquired Property in question or the product under licence in question or the infringing portion thereof with a replacement product that essentially fulfills the same function as the Acquired Property in question or the product under licence in question or the infringing portion thereof.
20. **Insurance:** The Supplier undertakes to maintain, at its own expense and at all times during the term of this Agreement, all insurance policies (taken out from a recognized insurer) that a reasonable and prudent Supplier would take out to supply products or provide services hereunder. This insurance coverage must, as a minimum, include a civil liability insurance policy, including coverage for property damage, completed products and operations, as well as for contractual liability and workplace accidents. The insurance policies must provide for reasonable coverage based on the products or services ordered; Caisse may require specific coverage amounts depending on the circumstances. The insurance policies must include a provision stating that the policies may not be cancelled unless prior written notice of at least thirty (30) days is given to Caisse. The Supplier undertakes to provide Caisse, upon request, with proof of such insurance coverage.
21. **Legal compliance:** The Supplier undertakes, in connection with the execution of this Agreement, to comply with, and to ensure that the Supplier's Representatives comply with, all relevant laws, policies and regulations and all government decrees.
22. **Revenu Québec Attestation:** In the event that the Supplier has an establishment in Québec in which it carries out its business activities on a permanent basis and that is clearly identified with the Supplier's name and is accessible during normal business hours, the Supplier represents and warrants that it has provided Caisse with a genuine and accurate attestation issued by the Québec Revenue Agency/*Agence du revenu du Québec* (the "**Revenu Québec Attestation**"). If the Supplier does not have any such establishment, the Supplier represents and warrants that it is not required to provide a Revenu Québec Attestation. This provision only applies to POs valued at twenty-five thousand Canadian dollars (CA\$25,000) or more.
23. **French language:** The Supplier undertakes to provide services and draft all deliverables in French, in addition to supplying the French-language versions of products in accordance with the *Charter of the French Language* (R.S.Q., c C-11) (the "**Charter**"). In the event that the Supplier is subject to sections 135 to 154 of the Charter, the Supplier represents and warrants that it has provided Québec's French Language Office/*Office québécois de la langue française* (the "**Office**"), within the prescribed timeframe, with an analysis of its linguistic situation, that it has received an attestation of application of a French language program and a French language program certificate (*certificat de francisation*), and that its name does not appear on the list of companies in violation of the French-language process (*Liste des entreprises non conformes au processus de francisation*) published on the Office's website. The Supplier undertakes to provide Caisse, upon request, with copies of all relevant documents in this regard.
24. **No ineligible contractors:** The Supplier represents and warrants that neither the Supplier nor the Supplier's Representatives are ineligible contractors under the *Act Respecting Contracting by Public Bodies* (R.S.Q., c C-65.1) and that their names do not appear in the register of enterprises ineligible for public contracts (*Registre des entreprises non admissibles aux contrats publics/RENA*). The Supplier undertakes to sign all declarations to that effect at Caisse's request.
25. **Code of ethics:** The Supplier hereby undertakes to comply with, and to ensure that the Supplier's Representatives comply with, the *Code of Ethics and Professional Conduct for Officers and Employees* in effect within Caisse, as modified from time to time (the "**Code**"), insofar as the Code's provisions may reasonably apply *mutatis mutandis* to a supplier. Caisse undertakes to provide the Supplier or the Supplier's Representatives, upon request, with a paper copy of the Code; it is understood by the parties that an electronic version is also available on Caisse's website at the following address: http://www.lacaisse.com/sites/all/files/medias/en/lacaisse/gouvernance/documents/code-ethique-dirigeants-employes_en.pdf. The Code is an integral part of this Agreement.
26. **Absence of Conflicts of Interest:** The Supplier undertakes to avoid, and to ensure that the Supplier's Representatives avoid, any situations that would result in a conflict of interest (apparent, real or potential) involving their own interests, others' interests, including but without limiting the general nature of the foregoing, the interests of one of their resources or of a subsidiary of the Supplier or of a related person (as defined in the Code) as opposed to Caisse's interests (a "**Conflict of Interest**"). If such a situation arises or is susceptible to arise, the Supplier must immediately inform Caisse, which may, at its sole discretion, (i) issue instructions indicating how the Supplier can rectify the Conflict of Interest or (ii) resiliate this Agreement in accordance with the provisions of section 30(c) (Resiliation for cause). The Supplier represents that neither the Supplier nor the Supplier's Representatives are in a Conflict of Interest situation in connection with the supply of products, the provision of services or the carrying out of this Agreement. The Supplier undertakes to sign all declarations to this effect at Caisse's request.
27. **Absence of Events:** The Supplier represents and warrants that the Supplier and the Supplier's Representatives are not the subject of any investigations or legal proceedings and that the Supplier has no reason to believe that the Supplier or any of the Supplier's



Representatives could be the subject of any investigations or legal proceedings concerning fraud, economic crimes, corruption, breach of trust, forgeries, system intrusions (hacking) or any other similar violations or criminal acts that could affect or could be connected, either directly or indirectly, with this Agreement, Caisse or any of its subsidiaries (an "Event"). The Supplier undertakes to sign all declarations pertaining to the absence of Events at Caisse's request.

28. **Changes to the Supplier's representations:** The Supplier undertakes to immediately notify Caisse in writing about any facts that render or could render the Supplier's representations and declarations herein inexact or incomplete. Failing that, Caisse may resiliate this Agreement in accordance with the provisions of section 30(c) (Resiliation for cause).

29. **Discretionary resiliation:** Notwithstanding the other provisions of the PO, Caisse may resiliate, without penalty or prejudice, the Agreement or the PO, in whole or in part, for any reason and at any time by giving written notice to the Supplier. The parties must agree on an equitable adjustment to the price of the PO, provided that (i) the Supplier is only entitled to reimbursement of reasonable expenses incurred by the Supplier in implementing the PO prior to the effective resiliation date; under no circumstances, however, shall said reimbursement be greater than the price indicated in the PO for the resiliated portion, and (ii) the Supplier's request for an equitable adjustment is received by Caisse with ten (10) business days following the date on which the resiliation notice was received by the Supplier. The Supplier must waive its right to file any claims and shall have no recourse after the period of ten (10) business days has elapsed; in addition, the Supplier must continue to fulfill its obligations under a PO for the entire non-resiliated portion thereof. In the event of a partial resiliation of a PO, no adjustment shall be made to the non-resiliated portion. Failure to act in accordance with this provision constitutes a dispute under section 39 hereof (Disputes and jurisdiction). In addition to the foregoing, the Supplier may file no claims for damages, indemnification, lost benefits or any other reasons due to or stemming directly or indirectly from any measures taken or any resiliation notices given by Caisse under this provision.

30. **Resiliation for cause:** (a) If the Supplier ceases, omits or refuses to carry out the Agreement or defaults on any of its obligations under this Agreement and if Caisse deems that said default could be rectified, Caisse, prior to resiliating this Agreement or the PO, in whole or in part, shall give the Supplier notice of said default. The Supplier shall have ten (10) business days as of the date on which said notice is received to rectify the default or to convince Caisse that said default will be rectified within an acceptable timeframe for Caisse. If the default is not rectified, Caisse may give the Supplier written notice of resiliation for default without penalty and without prejudice to any of its other rights and recourses.

(b) Upon written notice to the Supplier, Caisse may, without penalty and without prejudice to any of its other rights and recourses, resiliate the Contract if (i) the Supplier becomes or is on the verge of becoming bankrupt or insolvent or makes an assignment for the benefit of its creditors or avails itself of any law regarding bankrupt or insolvent debtors, (ii) a receiver has been appointed under a debt obligation, (iii) a receiving order has been issued against the Supplier, (iv) an order has been issued or a resolution has been adopted requiring the Supplier's liquidation, or (v) the Supplier is subject to a change of control. For the purposes of this Agreement, a "change of control" means any changes to the person or persons holding more than fifty per cent (50%) of the voting rights attached to the voting shares of the Supplier's capital stock as of the date of this Agreement.

(c) Upon written notice to the Supplier, Caisse may, without penalty and without prejudice to any of its other rights and recourses, resiliate this Agreement for cause (other than for the causes described in sections 30(a) and 30(b) hereof), in particular in the event of misrepresentations or the Supplier's failure to comply with section 28 (Changes to the Supplier's representations), if an Event occurs, if a Conflict of Interest arises or if there is gross misconduct or negligence

by the Supplier or one of the Supplier's Representatives in connection with the supply of products, the delivery of services or the execution of this Agreement.

(d) In the event that this Agreement is resiliated for cause, in whole or in part, the Supplier may not request any further payment; however, the Supplier shall be responsible towards Caisse for reimbursing any amounts paid by Caisse and any direct damages and losses that Caisse may have suffered due to the Supplier's default or to the occurrence of the event on which the notice was based, including any increase in price incurred by Caisse to procure the product or service or any portion thereof from another source.

31. **Excusable Delay:** Any delay in fulfilling any of the obligations under this Agreement by any of the parties caused by an event that is (i) a natural disaster, an unforeseeable circumstance, a war, a violent weather event or any other event constituting force majeure and beyond the reasonable control of the party claiming the delay and not stemming from any fault by said party, (ii) that hinders the fulfillment of said party's obligations, and (iii) whose effects could not have been reasonably avoided by said party, constitute an "Excusable Delay" for the purposes of this Agreement. Unless an indication to the contrary is provided in this Agreement, the following do not constitute events beyond the reasonable control of the party attempting to claim an Excusable Delay: (i) the party's lack of financial resources, or (ii) any labour conflicts, including strikes and lock-outs, affecting the party. If an Excusable Delay occurs, all delivery dates affected must be postponed for a reasonable length of time to offset the effects of the Excusable Delay. However, under no circumstances may the delivery date be postponed for a longer period than the duration of the Excusable Delay itself. No adjustments may be made to the price of the PO; modifying the delivery schedule is the only recourse available to a party in the event of an Excusable Delay. Notwithstanding the foregoing, if an Excusable Delay continues for a total period of five (5) business days, the other party may resiliate this Agreement or the PO, in whole or in part. In the event that this Agreement or the PO is resiliated for such a prolonged Excusable Delay, the parties' rights and obligations shall be resiliated under section 29 hereof (Discretionary resiliation).

32. **Survival:** The Supplier's obligations under sections 6 (Specifications), 11 (Property rights), 12 (Warranty), 14 (Supplier's representatives), 15 (Confidential information), 16 (Personal information), 17 (Advertising), 18 (Liability), 19 (Violations of third parties' rights), 32 (Survival), 37 (Waiver), 38 (Applicable law), 39 (Disputes and jurisdiction), and 40 (Injunctive relief), as well as any other obligation that, due to its nature and context, is destined to survive, must survive upon the resiliation or expiration of this Agreement for any reason.

33. **Independent contractors:** The services provided and the products supplied by the Supplier to Caisse are provided or supplied in the Supplier's capacity as an independent contractor, not as an agent. The Supplier acknowledges that it may not enter into an agreement or take on any obligations on behalf of Caisse or any of Caisse's subsidiaries, nor may it engage the liability of Caisse or any of Caisse's subsidiaries in any way.

34. **Assignment:** The Supplier shall not assign or transfer in any way its rights and obligations under this Agreement, nor shall it delegate any of the responsibilities provided for herein without Caisse's prior written consent. In the event that this Agreement is assigned or transferred, the Supplier shall remain jointly and solidarily liable for this Agreement with the assignor. Caisse may assign or transfer this Agreement at any time to a subsidiary.

35. **Notice:** If it becomes necessary or useful to give notice under this Agreement, said notice shall be given by registered or certified mail or shall be given in person or by fax or email to the address indicated in the PO. If notice is given by registered or certified mail, it shall be presumed to have been received two (2) business days following the mailing date. If notice is given in person, it shall be presumed to have



been received on the same day. If notice is given by fax, (i) if such notice is sent before 5:00 pm (local time) on a business day, it shall be presumed to have been received by the recipient on the same day, and (ii) if such notice is sent after 5:00 pm (local time) on a business day or on any other day, it shall be presumed to have been received by the recipient on the first business day following the day on which the notice was sent. If notice is given by email, (i) if such notice is sent before 5:00 pm (local time) on a business day, it shall be presumed to have been received by the recipient when it appears in the recipient's email system, and (ii) if such notice is sent after 5:00 pm (local time) on a business day or on any other day, it shall be presumed to have been received on the first business day following the day it appears in the recipient's email system. Notices or communications relating to this Agreement shall only be deemed to be given by the Supplier to Caisse if they are addressed as follows: Caisse de dépôt et placement du Québec, 1000 Place Jean-Paul-Riopelle, Montreal, Québec, Canada H2Z 2B3, Attention: Director of Procurement, with copies provided to all other individuals listed in the PO (including the Authorized Intermediary).

this Agreement are intended solely for ease of reading and shall have no effect on its interpretation.

36. **Severability:** Each provision of this Agreement is distinct and separate, so that any decision of a court of law declaring a provision null and void or invalid shall have no effect on the validity of the other provisions hereof, which shall continue to have full force and effect.
37. **Waiver:** A failure to act or a delay in acting as regards the rigorous exercise or application of any of the provisions of this Agreement or as regards the Supplier's requirement to comply with the provisions of this Agreement at all times shall in no way be construed as a waiver of these provisions, nor shall it affect in any way the validity of this Agreement or portion thereof or Caisse's right to subsequently apply each of these provisions.
38. **Applicable law:** The conditions of this Agreement shall be governed and interpreted in accordance with the laws of the Province of Québec, except for its conflict of law rules, and in accordance with the applicable laws of Canada. The parties also expressly agree to exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* (1980) and its amendments.
39. **Disputes and jurisdiction:** The parties must endeavour to settle any disagreements, disputes, controversies or claims stemming from or relating to this Agreement, or any violation, rescission, invalidity or interpretation of any portion of this Agreement by submitting the matter to their respective management structures. The parties undertake to use all reasonable effort, acting in good faith, in order to settle the dispute. If the parties cannot settle the dispute within ninety (90) days following the beginning of the dispute, they shall be free to submit the dispute to the courts of the Province of Québec, District of Montreal. Each party gives its irrevocable and unconditional consent to the non-exclusive jurisdiction of the courts of the Province of Québec with respect to all lawsuits or other proceedings. Pending the definitive judgment or settlement of any dispute or an appeal of the judgment or settlement itself, the Supplier must diligently meet the requirements of this Agreement, in accordance with Caisse's instructions.
40. **Injunctive relief:** The Supplier acknowledges that if any of its undertakings under this Agreement are violated by the Supplier or by the Supplier's Representatives, damage may be caused to Caisse and Caisse's Representatives, for which adequate compensation may not be available. Consequently, Caisse and Caisse's Representatives may seek to obtain injunctive relief and to take other legal recourses aimed at preventing the Supplier and the Supplier's Representatives from violating their undertakings.
41. **Entire agreement and headings:** Unless expressly stated in this Agreement, this Agreement supersedes and cancels any verbal or written agreements entered into by the parties with respect to the products or services contemplated herein. The section headings in