



CANADIAN GENERAL TERMS AND CONDITIONS OF  
PURCHASE

UPDATED March 1, 2021

1. ACCEPTANCE: THE PURCHASE ORDER THAT REFERENCES THESE GENERAL TERMS AND CONDITIONS FOR PURCHASE (“TERMS AND CONDITIONS”) IS LIMITED TO: A) THESE TERMS AND CONDITIONS, B) THE DOCUMENT LABELED AS THE WASTE MANAGEMENT OF CANADA CORPORATION (“WMC”) PURCHASE ORDER OR WM QUÉBEC INC. (“WMQ”) PURCHASE ORDER, AS APPLICABLE, THAT REFERENCES THESE TERMS AND CONDITIONS, AND C) ANY ATTACHMENTS REFERENCED THEREIN, (COLLECTIVELY, THE “PURCHASE ORDER”). IF WMQ IS THE BUYER ON THE PURCHASE ORDER, REFERENCES TO “BUYER” HEREUNDER SHALL BE REFERENCES TO WMQ. IF WMC IS THE BUYER ON THE PURCHASE ORDER, REFERENCES TO “BUYER” HEREUNDER SHALL BE REFERENCES TO WMC. THE ENTITY SELLING GOODS OR SERVICES TO BUYER PURSUANT TO THE PURCHASE ORDER SHALL BE REFERRED TO AS THE “SELLER” HEREUNDER. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SELLER UNLESS AGREED TO IN WRITING BY THE PARTIES. ANY OTHER STATEMENT OR WRITING OF SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS. THE PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY APPLICABLE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER INCLUDING ANY EFFECTIVE MASTER AGREEMENT EXECUTED BETWEEN BUYER AND SELLER, AS APPLICABLE (“AGREEMENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER AND THE TERMS AND CONDITIONS OF ANY SUCH WRITTEN AGREEMENT, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER SHALL GOVERN AND CONTROL.
2. ORDER NUMBERS: Buyer will communicate a purchase order number (the “Purchase Order Number”) to Seller by telephone, fax or e-mail. Seller shall include the Purchase Order Number on every packing sheet, invoice and every other communication related to this order.
3. PACKING AND SHIPPING: All items must be properly packaged and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating, or cartage unless so stated in the Purchase Order. All shipments to be forwarded on one day via one route must be consolidated. To the extent practicable, items ordered under separate Purchase Order Numbers shall be segregated within the pallet, box or shipping container. A separate packing sheet for each order included in a shipment, showing Purchase Order Number, must be included with each shipment.
4. SHIPMENT OR DELIVERY: Time is of the essence for shipment and delivery and in relation to any other performance required of Seller. Shipment and delivery shall be in accordance with the schedule set out in the Purchase Order and in exact quantities ordered. If it appears Seller will not meet such schedule or if Seller fails to meet such schedule, Seller shall, upon request of Buyer and in addition to any other rights or remedies provided to Buyer by law or under the Purchase Order, ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule, and the difference between the expedited routing and the Purchase Order routing cost shall be borne by Seller. Buyer reserves the right, at Seller’s expense, to return any goods shipped in advance of the schedule set out in the Purchase Order.
5. INSPECTION: All items are subject to final inspection and acceptance by Buyer at the destination notwithstanding any prior payment or inspection at the source. Acceptance of any items by Buyer shall not be

deemed to alter the obligations of Seller or the rights of Buyer and its customers under Section 7 or any other provision of the Purchase Order or these Terms and Conditions.

6. REJECTION: Buyer shall notify Seller if any items delivered hereunder are rejected for being nonconforming, and, at Buyer's election and Seller's risk and expense, such items may be returned to Seller or replaced by Seller at Buyer's discretion and sole option. Seller shall issue Buyer a credit for all costs and expenses with respect to such rejected items or replace or correct rejected items, at Buyer's sole election.

7. REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS: Seller represents, warrants and offers the condition that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Seller represents, warrants and offers the condition that all services performed hereunder shall be performed in a good and workmanlike manner by qualified, trained personnel, consistent with industry standards and free from errors. Seller represents and warrants and offers the condition that it has all the necessary approvals, consents, licenses and registrations to validly conduct its business under applicable laws and that the services, products/goods provided hereunder shall at all times meet the specifications and deliverable criteria described in the Purchase Order. Seller represents and warrants and offers the condition that it has good title to the products and any goods used in conjunction with the services it may sell to Buyer hereunder, free and clear of all liens and encumbrances, if applicable. Seller represents and warrants and offers the condition that it has the right to sell, distribute or provide services, and any products and goods provided hereunder and shall maintain the same, as applicable, in accordance with the manufacturer's operating standards. Seller represents and warrants and offers the condition that any products/goods or services provided hereunder, and any products/goods provided to Buyer in connection with the services, if applicable, shall not infringe the patent, trademark, copyright, trade secret or other intellectual property rights of any third party. Seller's warranties, representations and conditions shall be enforceable by Buyer and shall also extend to Buyer's customer(s), who are third party beneficiaries of these warranties, representations and conditions. Seller shall assign all third-party warranties to Buyer which shall be enforceable thereby.

8. CHANGES: Buyer may make changes to any services to be performed or to any goods to be specifically manufactured, but no change shall be effective, nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless Buyer issues a written change order. Changes which increase or decrease pricing shall be revised as mutually agreed to in writing between the parties.

9. INVOICES/PAYMENT: A separate invoice shall be issued for each shipment and for each Purchase Order Number, with the Purchase Order Number stated on the face of the invoice. No invoice shall be issued prior to shipment of goods, and no payment shall be made prior to receipt and acceptance of conforming goods and services and an invoice. Payment terms commence upon receipt of a correct invoice. Payment terms for all undisputed amounts are net 75 days of receipt of correct invoice, which must be received by Buyer within thirty (30) days of the dates on which services were performed or products/goods were delivered. Buyer is not obligated to pay any invoice received from Seller more than 30 days after Buyer accepts the goods and/or services. Seller acknowledges and agrees that contractors are required to register their company on a Buyer nominated marketplace or Buyer e-procurement system. Seller shall receive electronic Purchase Orders and Buyer shall receive electronic invoices via such marketplace. Invoice and payment status can be reviewed online at <http://wm.invoiceinfo.com>. Any amounts due from the Seller Parties, as defined below, may be applied by Buyer against any amounts due to Seller Parties. Except as required by applicable laws, Buyer shall not be required to pay any late charge, surcharge, interest, finance charge or similar charge.

10. RESPONSIBILITY FOR PROPERTY: Unless otherwise provided in the Purchase Order, Seller, upon delivery to it or manufacture or acquisition by it, of any materials, parts, tooling or other property, the title to which remains with Buyer, assumes the risk of and shall be responsible for any loss or damage. Seller, pursuant to the provisions of the Purchase Order and these Terms and Conditions, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received, reasonable wear and tear excepted, except to the extent that such property has been incorporated into items delivered



under the Purchase Order or has been reasonably consumed in performance of work under the Purchase Order.

11. **INDEMNITY:** Seller shall, at its sole cost and expense, indemnify, hold harmless, and defend Buyer, its Affiliates, as defined below, and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of Seller's goods and services from any and all claims (including, without limitation, claims by third parties vis-à-vis Buyer), liabilities, damages, costs, losses and expenses (including all legal fees) arising from or related to (i) the negligence (including strict liability), gross negligence or willful misconduct of Seller, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "Seller Parties"), (ii) contamination of or adverse effect on the environment, (iii) violation of any law or regulation by Seller Parties, (iv) breach of the terms of the Purchase Order and breach of these Terms and Conditions, and (v) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability, loss, cost or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort, or any other theory of law. This indemnity shall survive delivery and acceptance of goods or services. The obligations, indemnities and liabilities assumed by Seller under this Section shall not be limited by any provisions or limits of insurance maintained by Seller. The liability of Buyer shall in no event exceed, in the aggregate, the amount required to be paid by Buyer to Seller for the portion of services rendered/quantity of products/ goods delivered, in each case, (a) in conformance with the specifications and requirements provided herein; and (b) to the satisfaction of Buyer. SELLER ACKNOWLEDGES AND AGREES THAT ANY LIABILITY OF WMC OR WMQ, AS APPLICABLE, SHALL BE SEVERAL AND NOT JOINT, OR NOT SOLIDARILY IN THE PROVINCE OF QUÉBEC. SELLER FURTHERMORE ACKNOWLEDGES AND AGREES THAT WMC SHALL NOT BE JOINED IN ANY SUIT OR CLAIM LAUNCHED BY SELLER IN THE PROVINCE OF QUÉBEC. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS, LOSS OF CONTRACTS, ECONOMIC LOSS OR DOWN-TIME OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR ANCILLARY LOSSES, EXPENSES, COSTS OR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF SUCH LOSSES, EXPENSES, COSTS OR DAMAGES BY SELLER OR IS AWARE OF THE POSSIBILITY OF SUCH LOSSES, EXPENSES, COSTS OR DAMAGES.

12. **INSURANCE:** Seller shall maintain, at its sole cost, and shall require any subcontractors it may engage to maintain at all times while transacting business with Buyer and for two (2) years following acceptance of goods and services hereunder, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the province where the work is performed and with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide:

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor's employees whose performance of services in connection with Seller's obligations hereunder may be completed at any Buyer location, and all employees of Seller engaged in Seller's performance of its obligations under the Purchase Order.

Québec Sellers: Must provide Buyer with confirmation of coverage with CNESST (Québec Workers' Compensation board) at the beginning of the Purchase Order, and then at regular intervals throughout the Purchase Order and once the Purchase Order has been completed in its entirety.

(b) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of Seller including, without limitation, any indemnity obligations contained in herein, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and naming Buyer and its Affiliates, as defined below, as an additional insured.



(c) Professional Liability to cover the actual or alleged errors & omissions arising out of the professional services rendered by or on behalf of Seller with limits of not less than \$1,000,000 per occurrence.

(d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit and naming Buyer and its Affiliates, as defined below, as an additional insured.

(e) System Security/Cyber Liability\* covering all damages and expenses related, but not limited to, breaches of data security from all services. Such insurance shall have a limit of not less than \$5,000,000 per occurrence. \*Coverage to include the Blanket Vicarious Liability for Other Entities Endorsement. See sample wording below. If this endorsement is unavailable from Seller's insurance carrier, the policy will name Buyer and its Affiliates, as defined below, as additional insureds.

(f) Commercial Crime Insurance providing coverage for, but not limited to, loss sustained by Buyer resulting from theft or forgery committed by Seller's employees. Such insurance shall have a limit of not less than \$5,000,000 per loss and naming Buyer and its Affiliates, as defined below, as loss payees.

Supplier shall provide a certificate of insurance evidencing such insurance coverage upon the Effective Date and upon request by Company that shall provide that the insurance carrier will give Company thirty (30) days' prior written notice of any cancellation or non-renewal of any policy or policies identified in such certificate.

\* Blanket Vicarious Liability for Other Entities Endorsement. Sample wording:

### **BLANKET VICARIOUS LIABILITY FOR OTHER ENTITIES ENDORSEMENT (PRIMARY TO ENTITY'S INSURANCE)**

It is understood and agreed that the Policy is amended to include any entity the Named Insured or any Subsidiary is required by contract to include as an insured under this Policy but solely to the extent a claim is made against it for a wrongful act of an Insured. This Policy shall be primary to any insurance maintained by such entity, to the extent the claim is covered by this Policy pursuant to this endorsement. Nothing herein shall serve to confer any rights and duties to such entity under this Policy, other than as provided herein. There shall be no coverage afforded to such entity as a result of its independent wrongful acts. All other terms and conditions of the Policy remain unchanged.]

13. PATENTS AND TRADEMARKS: Seller warrants that all goods and services supplied under the Purchase Order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Seller hereby irrevocably and fully assigns to the Buyer, worldwide and in perpetuity, royalty-free and without license fee, all right, title and interest in all products, goods and services. Seller agrees to execute any and all documents, which may be necessary to confirm or perfect ownership of the products, goods and services without further compensation.

14. TITLE AND RISK OF LOSS: Seller warrants title to all goods sold and bears the risk of loss or damages to the items purchased under the Purchase Order and these Terms and Conditions until they are delivered in conformity with the Purchase Order and these Terms and Conditions at Buyer's delivery point specified in the Purchase Order or installed, as required pursuant to the Purchase Order, and, upon such delivery or installation, title shall pass to Buyer. Passing of title shall not constitute acceptance of the items by Buyer.



15. CONFIDENTIALITY: Seller shall keep confidential all information it has access to, whether or not designated as confidential by Buyer, or which Seller ought to have reasonably known to be confidential, including, but not limited to, designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items, which are furnished or disclosed, to the Seller by Buyer, or which is in relation to Buyer, in connection with the Purchase Order (“Buyer’s Confidential Information”). Seller shall not disclose such information to any third party without the written consent of Buyer and shall not use Buyer’s Confidential Information except as contemplated in the Purchase Order or these Terms and Conditions. Upon completion or termination of the Purchase Order, Seller shall return all Buyer’s Confidential Information to Buyer or make such other disposition thereof as may be directed and approved by Buyer and shall certify to such return or destruction.

16. COMPLIANCE: Seller represents, warrants and offers the condition that all goods and services supplied under the Purchase Order and these Terms and Conditions shall comply with all applicable federal, provincial, and local laws, rules, regulations and ordinances at the time of delivery or performance. For on-site performance of services, if applicable, Seller shall adhere to all safety, health or other administrative requirements, rules, regulations or procedure of Buyer and its facilities where services are performed and shall provide to Buyer a health and safety declaration in the format required by Buyer. **Seller shall, and shall procure agreement from its subcontractors to, abide by the requirements of all applicable human rights legislation and all applicable local, provincial and federal laws, rules, regulations and ordinances, governing employment, including wage and hour laws.** Seller shall comply with, and shall cause its employees, agents and subcontractors to comply with, the then-current version of Buyer’s “Supplier Code of Conduct”. Any breach of the “Supplier Code of Conduct” may result in immediate termination of the Purchase Order by Buyer without liability for such termination upon prior written notice Seller.

17. TERMINATION: Buyer may terminate all or any portion of the Purchase Order at any time by giving notice to Seller. Additionally, Buyer may, by notice to Seller, terminate in whole or in part the Purchase Order in the event of suspension of Seller’s business, insolvency of Seller, institution of bankruptcy, reorganization, or liquidation proceedings by or against Seller, the appointment of a trustee or receiver for Seller’s property or business, any assignments by Seller for the benefit of creditors or a breach that is not cured after notice detailing such breach. The rights and remedies of Buyer provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity or under the Purchase Order or the Agreement, if applicable.

18. SUBCONTRACTING AND ASSIGNMENT: Seller shall not assign the Purchase Order or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing the written approval of Buyer. Any attempts to do so will be null and void. The price quoted by Seller includes the price of any goods or services obtained from any subcontractor or supplier to Seller, unless otherwise agreed in advance by Buyer. Seller shall incorporate these Terms and Conditions on any order or subcontract approved by Buyer and procured from third parties pertaining to the Purchase Order. Seller shall remain fully responsible for all work performed by such third parties and shall indemnify, defend and hold Buyer and its Affiliates, as defined below, harmless for any payment required to be made to any such parties. Buyer may assign its rights and obligations under the Purchase Order without the approval of Seller to (a) any Affiliate; or (b) to a third party that (i) acquires substantially all the assets or stock of, merges or consolidates with or into or acquires controlling interest in Buyer.

19. PUBLICITY: Except as may be required by law or governmental rules or the requirements of any exchange on which securities of Seller or an affiliate of Seller are traded, Seller shall not, without the prior written consent of Buyer, which may be granted or withheld at Buyer’s sole discretion: (a) use Buyer’s name, brand, trademarks or any descriptions of Buyer and/or its industry that would allow a third party to identify Buyer (“Buyer’s Brand”), in advertising or promotional material, publicity releases or for any other commercial purpose; (b) in any manner advertise, publish or disclose the fact that Buyer has placed the Purchase Order with Seller; or (c) disclose the subject matter or Terms and Conditions of the Purchase Order. Seller



shall comply with the restrictions accompanying Buyer's consent, including but not limited to scope and term limitations. Unless otherwise specified by Buyer in writing, Buyer consents shall be deemed to be "initial use only," and will expire immediately after Seller's first use of Buyer's Brand as set forth in the applicable Buyer consent. Any and all subsequent uses, including but not limited to re-publication of advertising or promotional material, duplicate or follow-up press releases or like publications shall each require an updated consent, duly executed by the Buyer. In no case shall Seller or an affiliate of Seller use Buyer's Brand or information about Buyer's industry, equipment or operations in a manner that disparages Buyer.

20. **AFFILIATES AS THIRD PARTY BENEFICIARIES:** Seller acknowledges that Buyer's ultimate parent, affiliates, and its subsidiaries are third party beneficiaries ("Affiliates") of these Terms and Conditions. Affiliates shall have the right to exercise all of the rights of Buyer under these Terms and Conditions. Buyer holds in trust for its Affiliates the benefits and rights confirmed by Seller pursuant to the Purchase Order and these Terms and Conditions.

21. **MISCELLANEOUS:** Section headings are for convenience only and shall have no legal or interpretive effect. The Purchase Order and these Terms and Conditions shall be governed by and construed under the laws of the Province of Ontario in Canada, without regard to its conflicts-of-law rules. In the event any dispute arises under the Purchase Order or these Terms and Conditions that exceeds \$100,000 that cannot be resolved by informal negotiation, the parties agree to participate in mediation as a condition precedent to pursuing litigation. The mediation shall be conducted by a licensed, qualified mediator in Toronto, Ontario, Canada. Nothing herein shall be construed as creating an exclusive relationship between Buyer and Seller regarding the goods or services. Buyer reserves the right to engage other persons or entities to provide goods and services similar to those provided hereunder. Buyer shall have the right to audit the books and records of Seller relevant to the Purchase Order, at Seller's place of business or by electronic delivery, until four (4) years after delivery of goods and/or performance of services. Any notices required hereunder shall be given in writing to the addresses set out in the Purchase Order and shall be deemed effective on the same day any such written notice is personally served, or on the third (3rd) day after such notice is deposited in the Canadian mail or with a nationally recognized overnight delivery service. No waiver of any default by either party shall act as waiver of any subsequent or different default. Any provision that by its nature is intended to survive expiration or termination of this Purchase Order shall survive. If any term or provision of the Purchase Order, or these Terms or Conditions, or the application thereof to any circumstance shall be held to be invalid or unenforceable, the remainder of the Purchase Order and these Terms and Conditions or the application thereof to any circumstance other than that to which it has been held to be invalid or unenforceable shall not be affected thereby.

