

Terms and Conditions Covering the Purchase of Services by CEL

These Terms and Conditions apply to the purchase of services (hereafter "Services") by Controlled Environments Limited and its subsidiaries, including but not limited to Controlled Environments Inc. and Argus Control Systems Ltd., or any of them individually (hereafter individually or collectively "CEL"). "Vendor" means the company, firm, individual or other entity with whom CEL contracts to supply Services. CEL and Vendor may be referred to herein collectively as the "Parties".

By accepting a purchase order, the Parties agree to the Terms and Conditions as set out below:

1. The Vendor shall complete the Services in accordance with the specifications and schedule established between the Vendor and CEL, and shall comply with all of the terms and conditions agreed to between the Parties as they relate to installation, safety, approvals and other on-site requirements.
2. The Vendor shall assign a sufficient number of trained personnel, with proper accreditation, to ensure that the Services are performed in accordance with good trade practices, and that it conforms with the defined specifications and schedule, and the Vendor shall ensure safe transportation of its personnel to and from the project site.
3. The Vendor shall take out and pay for employer's liability or workers' compensation insurance, as well as public liability and property insurance, such that all such coverage is secured in the jurisdiction in which the Services are being performed. The Vendor shall furnish CEL with proof of coverage upon request.
4. The Vendor shall add Controlled Environments Limited, or where appropriate, Controlled Environments Inc. or Argus Control Systems Ltd. as an Additional Named Insured under the Vendor's Comprehensive General Liability Insurance Policy, but only with respect to the Vendor's operations under this contract. Neither the failure of the Vendor to comply with any of the insurance provisions contained herein, nor the failure to secure endorsements on the policies as required herein, shall be construed to limit or relieve the Vendor from any of its obligations under its contract for Services.
5. The Vendor shall be responsible for all damage caused by the Vendor, its subcontractors, agents, servants, employees and all persons under the control of the Vendor, and shall indemnify and hold CEL harmless in respect of same.
6. The Vendor shall comply with all federal, provincial/state, and local laws, regulations and codes in the jurisdiction in which the Services are to be performed, including but not limited to legislation and regulations pertaining to workers' compensation, workplace safety and health and environmental protection, and the Vendor shall obtain all consents, approvals, licenses and permits required by any government or governmental authority having jurisdiction over the site and/or Services, and shall pay all costs and expenses relating to such compliance. The Vendor shall hold CEL harmless from any and all loss or damage occasioned by the failure of the Vendor to comply with the terms of this clause.

7. The Vendor shall not assign the contract for Services to any other party without first obtaining the written consent of CEL.
8. In order to ensure efficient management of the project for which the Services are being contracted, the Vendor shall seek information and receive instructions from only the individual(s) at CEL who have been assigned to the particular project for which the Services are being performed.
9. The Vendor agrees to make no substitutions or changes without first obtaining the written consent of CEL.
10. The Vendor shall not, upon the completion of the Services, leave the job site without first obtaining approval from CEL's Project Coordinator and / or Project Engineer.
11. Where applicable, the Vendor shall submit to CEL a post-installation report upon completion of the Services described in the agreement.
12. Any Services pertaining to the installation of equipment shall be deemed complete only upon CEL's receipt of a customer signed Certificate of Acceptance. CEL shall have the right to hold back up to ten per cent (10%) of each progress payment and of the final payment, until such time as the signed Certificate of Acceptance has been received from the customer.

Manitoba P.S.T. Exemption Number 257785-2, if so indicated.
North Dakota Sales Tax Exemption Number 37111 00, if so indicated.