



BLJC TERMS AND CONDITIONS

1.0 SCOPE AND TERMS & CONDITIONS PRECEDENCE

- 1.1 Goods and/or services (“Deliverables”) ordered by Brookfield LePage Johnson Controls Facility Management Services or any subsidiary or affiliate thereof including but not limited to BLJC Real Estate Services Inc., BLJC Workplace Solutions Inc. on its own behalf or as agent for a third party (“BLJC”) in a purchase order or work order (“P/O”) issued to you (“Supplier”) shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BLJC and/or its customer (“Client”) which may include policies relating to health and workplace safety which have been shared with the Supplier in advance or otherwise made available on BLJC’s website) and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.
- 1.2 In accepting a P/O from BLJC, the Supplier will undertake the P/O in accordance with:
- (a) the valid, current and executed contract with BLJC for the work ordered (“Current Agreement”);
 - (b) where no Current Agreement is in place, these terms and conditions executed and filed with BLJC specific to the Client for which the P/O is being undertaken (“Supplier Qualification T&Cs”);
 - (c) where no Current Agreement and no Supplier Qualification T&Cs are applicable BLJC General Terms and Conditions as published at www.bljc.com/en/suppliers

2.0 DELIVERABLES

- 2.1 The Supplier shall supply all labour, supplies, equipment and services required to produce the Deliverables under a P/O including the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of such Deliverables. If any of the Deliverables, in the reasonable opinion of BLJC, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2 The Supplier is providing Deliverables pursuant to the P/O strictly as an independent contractor.

3.0 CONFLICT OF INTEREST

- 3.1 The Supplier shall not engage in any activity or provide any services to BLJC where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Deliverables. The Supplier acknowledges and agrees that it shall be a conflict of interest to provide Deliverables if Supplier is related in law to another company that has bid on the Deliverables, or if Supplier uses confidential competitor or BLJC information to support the bid for the award of the BLJC P/O, or if Supplier employees or subcontractors are related by family or business relationship to BLJC employees or Client employees where such relationship can be considered to impact the award of the P/O or provision of the Deliverables.



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- 3.2 The Supplier shall disclose to BLJC without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest and shall comply with any terms and conditions subsequently prescribed by BLJC resulting from the disclosure. Disclosure to be made in writing to:

BLJC
Attn: BLJC Legal Counsel
P.O. Box 4800
7400 Birchmount Rd.
Markham ON. L3R 4E6
Deborah.E.Nesbitt@jci.com

- 3.3 Breach of this Conflict of Interest provision may result in termination of the P/O in addition to any other remedies that BLJC has in contract, in law or in equity.

4.0 **PRICE & PAYMENT**

- 4.1 BLJC shall be charged the price for the Deliverables as provided in the P/O by BLJC. For P/O's whose value is anticipated to exceed of \$500, where the P/O is issued to the Supplier without BLJC accepting a corresponding quotation from the Supplier, the Supplier will obtain additional written instruction to proceed confirming scope and pricing from BLJC prior to proceeding with the Deliverables.
- 4.2 The price for the Deliverables is exclusive of GST, HST, TVQ and inclusive of PST.
- 4.3 The price for the Deliverables includes all other taxes, tariffs, duties and/or levies which may be payable in Supplier's province, territory and country in relation to the performance of this Agreement.
- 4.4 Payment of Supplier's invoices shall be made by cheque or electronic transfer of funds sixty (60) days following the date of receipt of a correct and valid invoice, and will be paid in accordance with the payment instructions detailed on the invoice. To be considered for payment an invoice shall be: (i) properly addressed; (ii) contain a valid purchase order or work order number; (iii) specify, where applicable, an itemized charge for labour, materials and/or goods, and all applicable taxes; (iv) specify the location where the Deliverables were delivered; and, (v) where applicable, consolidates all current Charges by reflecting all Deliverables provided to all Locations. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BLJC including evidence of insurance, health and safety policy and workers compensation board clearance certificate.
- 4.5 The Supplier agrees that where services are ordered pursuant to a BLJC work order, the work order corresponding to the Supplier invoice must have a status of complete in BLJC's work order system to be processed. The Supplier must notify BLJC in accordance with the instructions stated on the work order that the work is complete for this status to be updated. Supplier agrees that invoices submitted without status of complete within BLJC's system will not be considered to be invoiced until such status is updated.
- 4.6 Supplier agrees that upon request by BLJC, should Supplier not be able to produce a workers compensation board clearance certificate evidencing that its workers undertaking the Deliverables are covered by workers compensation during the Term of the P/O then the Supplier invoices may not be considered to be correctly submitted until such evidence is provided.



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- 4.7 The Supplier agrees to waive payment for Deliverables not invoiced within six (6) months' after the issuance of the corresponding P/O where such Deliverables are scheduled for completion within three (3) months of issuance of the P/O. Where Deliverables are scheduled for completion beyond three (3) months of issuance of the P/O the supplier agrees to waive payment for Deliverables not invoiced within 6 months of substantial performance of the Deliverable ordered under the P/O.
- 4.8 Whenever any sum of money shall be recoverable from or payable by Supplier to BLJC, the same may be deducted from any sum due or which at any time thereafter may become due to Supplier under any P/O raised by BLJC.

5.0 TERM & TERMINATION

- 5.1 Unless otherwise specified, a P/O shall become effective upon issuance and continue in force and effect until all obligations thereunder have been discharged in full and in strict accordance with its terms, subject to it being terminated in accordance with these Terms & Conditions ("Term").
- 5.2 Where BLJC has issued a P/O, BLJC may terminate the P/O in whole without cause immediately by issuing such termination in writing to the Supplier. BLJC may immediately terminate a P/O in whole or part if Supplier has breached its terms and BLJC has notified the Supplier to this effect. Upon termination, BLJC shall be liable solely for payment of Deliverables furnished to the date of termination. Upon termination, Supplier will use commercially reasonable efforts to minimize and mitigate its cost to wind up the provision of the Deliverable.

6.0 INSURANCE AND WORKERS' COMPENSATION

- 6.1 The Supplier shall, prior to performing the Services, provide BLJC with the following:
- (a) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial general liability insurance in an amount not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for personal injury, bodily injury, death and property damage. The certificate must name BLJC and the Client as additional insureds, and the insurance may not be cancelled or modified without fifteen (15) days prior written notice. When required by BLJC, the Supplier shall immediately add new Client(s) as additional insured(s) on insurance certificates to be provided hereunder; and/or
 - (b) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired **motor vehicles** with a minimum bodily injury (including death) and property damage (including loss of use) limit of **one million dollars (\$1,000,000.00)** inclusive, per occurrence; and/or
 - (c) A clearance certificate issued pursuant to the workers' compensation legislation in effect in each of the jurisdictions where Deliverables are to be furnished confirming employees of the Supplier furnishing Deliverables are covered by workers' compensation insurance or equivalent legislative compensation scheme and that payments due thereunder are up to date ("WC Compliance").



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- 6.2 BLJC shall have the right, acting reasonably, to require higher limits or other types of insurance coverage(s) as necessary and appropriate under the circumstances.
- 6.3 For Suppliers supplying professional services must carry and provide proof of professional errors and omissions coverage limit of one million dollars (\$1,000,000.00) inclusive.
- 6.4 The Supplier shall comply with workers' compensation legislation in effect from time to time at all locations where the Deliverables are furnished. The Supplier shall provide current WC Compliance upon request.

7.0 INDEMNITIES AND LIABILITY

- 7.1 BLJC and the Supplier each agree to indemnify and hold harmless each other (including the directors, officers, employees, and agents of each) from and against
- (a) any claim (including but not limited to reasonable legal fees and disbursements) in respect of loss of, damage to or destruction of property or bodily injury including death sustained by the other or third parties; and
 - (b) all costs, damages and other liabilities (including but not limited to reasonable legal fees and disbursements) that result from such claim, if such claim is caused by or arises from an act or omission of the other rendered in connection with a P/O,

except in each case to the extent such claim is caused by or arises from the negligence, gross negligence, willful misconduct or unlawful act of the other.

- 7.2 Supplier shall indemnify and hold BLJC, its partners and each of their respective officers, directors and employees (collectively, "Indemnified Parties") harmless from any and all claims and losses of any kind whatsoever (including, without limitation, fines and penalties) suffered by or imposed upon any Indemnified Party due to, as a result of or arising out of the Supplier's failure to comply with this provision or any applicable workers' compensation legislation and this provision will survive the expiry or termination of any P/O or agreement constituted by the acceptance of any P/O.

8.0 ASSIGNMENT

- 8.1 The Supplier shall not assign a P/O without the prior written consent of BLJC. If the Supplier subcontracts or delegates any of its obligations in a P/O to a third party, the Supplier shall remain fully responsible for complete performance of all of the Supplier's obligations set forth in the P/O and for any such third party's compliance with the provisions set forth therein. BLJC may, upon written notice to the Supplier, assign its interest and obligations in a P/O to the Client that the work is being performed for without the Supplier's consent.

9.0 RECORDS

- 9.1 The Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Deliverables and P/O, and shall upon request grant BLJC and Client audit rights in respect of all said books, records, accounts and invoices relating to the Deliverables under a P/O.



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10.0 HEALTH, SAFETY, SECURITY & SUSTAINABILITY

- 10.1 Supplier acknowledges reading, reviewing and informing their staff of the BLJC Health & Safety Policy and agreeing to abide by all applicable legislated and mandated Health & Safety requirements. Supplier agrees to providing all required health and safety training at their own cost for their staff as related to providing the Deliverables outlined in this agreement.
- 10.2 Contactor agrees to provide annual security clearance checks at their own cost on all employees that have access to client locations to provide the required Deliverables. BLJC will provide the specific security requirements based on the Client being serviced.
- 10.3 Supplier will use only environmentally friendly products if available. Supplier will remove all waste materials from service site and dispose of in an environmentally-friendly manner, including reuse and recycling. Supplier will abide by all LEED requirements if service site is LEED certified.

11.0 LAW AND ARBITRATION

- 11.1 This Agreement shall be interpreted in accordance with and governed by the laws of Ontario and all laws of Canada applicable therein and all disputes among the parties shall be submitted to the courts of the Province of Ontario.

12.0 FORCE MAJEURE

- 12.1 For the purposes of this Agreement “Force Majeure” means an event which occurs owing to causes beyond the control of the party claiming Force Majeure, which is unforeseeable and unavoidable and not due to the financial inability of a party to perform its obligations under this Agreement and which occurs without fault or negligence of the party claiming Force Majeure.
- 12.2 A failure of Supplier to perform its obligations under this Agreement caused by Supplier's subcontractors shall only be considered as Force Majeure if the criteria stated in Clause 12.1 are all met in respect of such subcontractor and BLJC accepts such event as Force Majeure under this Agreement.

13.0 NOTICES

- 13.1 All documentation, contacts and or recall notices shall be made strictly through BLJC's Sourcing Department and addressed to:

BLJC
Attn: Sourcing Manager
7400 Birchmount Rd.
Markham ON. L3R 4E6
Sourcing Department
Email procurement@bljc.com
- 13.2 BLJC retains the right, should SUPPLIER not be able to meet BLJC's service requirements, to purchase the Deliverables elsewhere and BLJC's obligations under this Agreement will be reduced accordingly



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14.0 WARRANTIES

- 14.1 The Supplier warrants and undertakes that all the services and goods shall conform fully to the requirements of the work conducted hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the deliverables hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BLJC exercised in good faith, and that supplier will provide highly skilled and competent employees and/or subcontractors and agents in the provision or performance of the Deliverables. Supplier further warrants that such Deliverables have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licences required to be obtained in connection with the furnishing of the Deliverables and that the Deliverables shall, for a period of not less than three (3) months, comply with any functional, performance, operational, and other specifications or characteristics that are related to such which are: (i) provided to supplier in a P/O; (ii) recognized in the field as an applicable standard for such Deliverables; or, (iii) mandated by applicable law. Supplier agrees to furnish again at its cost and expense any Deliverables not in strict compliance with the foregoing warranty.
- 14.2 Materials forming part or all of the Deliverables will: (i) be free and clear of all liens and encumbrances, and BLJC and Clients will be entitled to use the materials without disturbance; (ii) be new, like new or warranted as new and free from defect in manufacture, materials and design for a period of not less than one (1) year, or if applicable, such time as specified in the manufacturer's warranty; (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications; and (iv) meet or exceed applicable equipment operation specifications for industry standards.

15.0 CONFIDENTIALITY

- 15.1 The parties agree to protect and keep all data and information disclosed by each party in relation to this Agreement confidential. Supplier shall not assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of the other BLJC provided that in pursuance of any merger, consolidation, re-organization, voluntary sale or transfer of substantially all of the assets of either party to which the other party provides no written objection, or in pursuance of an assignment by BLJC to another subsidiary of BLJC, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

16.0 ENTIRE AGREEMENT

- 16.1 These Terms and Conditions and the applicable P/O(s) shall be the entire agreement between the parties with respect to the Deliverables referred to in the P/O(s) and these Terms and Conditions and the applicable P/O(s) are herein collectively referred to as "this Agreement".

17.0 COMPLIANCE MONITORING

- 17.1 Supplier will subscribe for and pay the related fees therefor for a third party compliance service designated by BLJC from time to time to monitor Supplier's set-up and compliance obligations in connection with the Deliverables, failing which, BLJC may terminate any P/O on written notice and such remedy shall be in addition to any other remedies that BLJC has in contract, law or equity. The subscription cost shall be for



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Supplier's account and shall not be charged to BLJC as a disbursement, pass through or other recoverable cost.