

**SUPPLY OF GOODS AND SERVICES AGREEMENT FOR QUÉBEC  
CANADA PIPE COMPANY ULC**

« Agreement »

Supply of Goods and Services Agreement between:

Name and address of Supplier:	and	Canada Pipe Company ULC, d/b/a Bibby Ste. Croix 6200, Principale Ste-Croix (Québec) G0S 2H0
_____		
Main contact: _____		Attention: _____
Phone number: _____		Email: _____
Email: _____		
« Supplier »		« Bibby »

**1. PURPOSE AND SCOPE OF THE AGREEMENT; ENTIRE AGREEMENT:** Supplier agrees that Bibby may order from time to time from Supplier Goods and/or Services from Bibby under order forms transmitted to Supplier (each an “Order” and collectively “Orders”). Supplier acknowledges that this Agreement is the sole document governing the rights and obligations of the parties to the exclusion of all other conditions, oral or written, set out in any other Agreements, invoices, purchase orders, or any other document issued or used by Supplier or by a third party for Supplier. Supplier may not rely on any representation, promise, or term not set forth in this Agreement and Bibby expressly objects to and rejects all terms not contained in this Agreement. Acceptance of any Order, oral or written, is based on the express condition that Supplier agrees and acknowledges that it is bound by all the Terms and Conditions of this Agreement even upon the beginning of any delivery of Goods, performance of Services, or presentation of an invoice done before its signature on this document. Nothing agreed in this Agreement will be modified or intended to be modified unless such modification is set forth in an additional written agreement duly signed by the parties and attached to this Agreement as an integral part hereof, without any novation of obligations under this Agreement. The term “Bibby” also includes Bibby’s employees, agents, officers, directors, successors, and assigns. The term “Supplier” refers to the vendor or contractor providing Goods and Services to Bibby, and its employees, agents, subcontractors, suppliers, and all other persons performing Services or supplying Goods on Supplier’s behalf. The terms “Goods” or “Services” whether used together or separately and wherever appearing in this Agreement mean (i) all products, supplies, materials, processes, and/or equipment and/or (ii) all services, work, and labour of any kind provided or performed by Supplier under this Agreement.

**2. TERM OF AGREEMENT:** The Agreement comes into force on the Effective Date and will terminate in accordance with this Agreement.

**3. COST OF GOODS AND SERVICES; PAYMENT; TAXES; DELIVERY; INSPECTION:** The cost of Goods and Service performed by Supplier and payment terms will be specifically stated in the applicable Order, less any decrease in cost due to a change in the exchange rate, applicable and determined on the earlier of the first date of receipt of the Goods or on the date on which the Services were begun by Supplier, and except that Bibby will receive the benefit of any price declines to actual time of shipment. Supplier will pay all contributions, taxes, and premiums payable under federal, provincial, and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including unemployment compensation premiums, and all excise, transportation, occupational, and other taxes applicable to receipts under this Agreement, and on all Goods and Services provided. Unless otherwise stated in the applicable Order, Goods will be shipped DAP (Delivered at Place) (per Incoterms® 2020). Title will pass to Bibby on delivery to Bibby’s specified end destination on Bibby’s shipping date AND acceptance by Bibby. Supplier will inspect and test all Goods prior to shipment. Notwithstanding any other inspection, testing, or prior payment, all Goods and Services will be subject to inspection and approval by Bibby within a reasonable time after delivery to ensure compliance with plans and specifications, but such approval will not relieve Supplier of its duty to ensure proper performance of Services, for which it is solely responsible. Bibby’s right to perform inspections will not constitute a reservation by Bibby of the right to control Supplier’s work. Bibby reserves the right to reject and refuse any Goods and Services that do not comply with the terms of this Agreement or Bibby’s specifications.

**4. SELLER’S SPECIFIC OBLIGATIONS AND RESPONSIBILITIES:** Supplier acknowledges that TIME IS OF THE ESSENCE TO BIBBY IN ITS ORDERS. Supplier will (a) perform Services and agrees to fulfill all its obligations diligently and complete Services and deliver Goods in accordance with and within the time limits set out in the Agreement; and (b) provide all accessories or parts required for Bibby’s use of any goods at no additional charge. If Supplier is performing Services on Bibby’s property, Supplier will (c) maintain the jobsite free of waste material and rubbish and clear the jobsite on completion of contracted Services; (d) provide all necessary safeguards for protection and maintenance of Services performed; and (e) repair and restore or replace (at Bibby’s option) any real or personal property belonging to Bibby which Supplier may damage or destroy while performing Services. Supplier performs Services at its OWN RISK. Supplier will confine all equipment and its personnel to that area of Bibby’s premises where Services are to be performed and to any other area which Bibby may permit Supplier to use. Supplier is solely responsible for the health and safety of its employees and others providing Services and/or Goods on its behalf on Bibby’s premises in accordance with the regulations and methods required by the applicable legislation. Supplier will, at all times, implement and maintain all appropriate health and safety programs, take all necessary precautions in connection with the fulfillment of its obligations, and exercise all

necessary supervision required to that effect. Bibby has no responsibility to ensure that Supplier provides a safe working environment and/or complies with applicable occupational safety and health laws or regulations. Supplier will enforce strict discipline and maintain good order among its employees and will not employ any unfit person or anyone not skilled in Services assigned to him/her. Bibby will maintain Safety Data Sheets to the extent required by law and will have them available in its engineering and/or personnel office for inspection and copying by Supplier. Supplier is responsible for inspecting and complying with Safety Data Sheets requirements and for making all other necessary inquiries or investigations to ensure a safe workplace. Supplier will inform its employees of, and require their compliance with, Bibby's emergency response plan.

**5. CHANGES AND EXTRAS:** Bibby reserves the right to make changes to Goods and/or Services by written request to Supplier. Before proceeding with any Services involving possible claims for extra compensation, Supplier will submit to Bibby, without delay, its detailed written proposal for any increased or decreased price adjustment and for any other specification or modification that such a change may require, including any additional time required. On receipt, Bibby will review the written proposal and notify Supplier of its decision to accept it as it is, accept with modifications, or reject it. Supplier may not, in the meantime, suspend the fulfillment of its obligations in the absence of an agreement between the parties as to the required change and will continue to fulfill such obligations. In addition, if the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Bibby may, in its sole discretion, order Supplier to proceed under protest in accordance with Bibby's interpretation of the matter in dispute. The parties will then continue to negotiate an agreement on the changes. The parties agree to submit any disagreement relating to a change to the dispute process set out in Section 12 below. Supplier will not make any changes in Goods or Services (regardless of net cost effect) without Bibby's prior written consent.

**6. INDEMNIFICATION:** Supplier must, to the fullest extent permitted by applicable law, indemnify, defend, and hold Bibby harmless from and against all claims, losses, suits, damages, liabilities, settlements, expenses, and costs (including but not limited to reasonable attorneys' fees on a solicitor-client basis and other costs of litigation) that directly or indirectly arise from or relate to (a) breach or violation of any term of this Agreement, including any warranty or guarantee; (b) sickness, disease, death, or injury ("Injuries") to any person, including but not limited to Injuries that result concurrently from Bibby's negligence; and (c) injury to property (including loss of use) of Bibby or others arising out of or connected with Goods or performance of Services, including but not limited to those that result concurrently from Bibby's negligence; provided, however, that Supplier will have no obligation to indemnify Bibby for claims or losses described in clause (b) and/or (c) above that arise solely from Bibby's gross negligence or intentional misconduct. Supplier may not make any admissions or enter any settlements without Bibby's prior written consent. The parties will reasonably cooperate in the defense of claims under this Section. Bibby reserves the right to provide counsel of its own choosing at its own expense. Supplier warrants that any Goods and processes purchased under this Agreement, and the sale and/or use thereof, will not infringe any third-party intellectual property rights, including Canadian-issued patents or registered industrial designs (collectively the "IP Rights"). Supplier must defend and indemnify Bibby, to the fullest extent permitted by applicable law, from and against all claims, damages, actions, or causes of action at law or in equity, including but not limited to all expenses and reasonable attorneys' fees on a solicitor-client basis, incident to any infringement or claimed infringement of any IP Rights, and/or license(s) arising from use or sale of Goods or performance of Services. If Supplier provides any Goods or process to be used by Bibby after Supplier's completion of Services, Supplier will, at no expense to Bibby, provide to Bibby on final payment a paid-up, irrevocable, royalty-free, nonexclusive license to operate said Goods and/or perform said processes. If Supplier is unable to secure such license, Supplier will, at no expense to Bibby, modify the Goods to render them non-infringing or remove the Goods and replace them with Goods which will not infringe any licenses or IP Rights, provided they continue to meet the specifications of this Agreement. Supplier expressly agrees that this Section in its entirety will survive termination of this Agreement.

**7. INSURANCE:** Supplier will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an "occurrence" policy form) with insurance companies and in amounts satisfactory to Bibby in its sole discretion insuring: (a) Supplier's indemnity obligations under this Agreement and Injuries sustained by Supplier's employees or employees of its subcontractors as required by law; and (c) Supplier's and/or Bibby's liability for property damage or Injuries sustained by any person, including Supplier's employees, which was in any manner caused by, arising from, or related to Goods or Services performed by Supplier and/or the condition of Bibby's land, buildings, equipment, or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or part by Bibby's conduct. Before performing any Services, Supplier will furnish certificates of insurance in the standard ACORD or similar form showing "Canada Pipe Company, ULC, its divisions and subsidiaries" as certificate holder and including a: (i) statement that notice of cancellation will be provided in accordance with insurance policy provisions; (ii) statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Goods or Services; and (iii) waiver of all rights of subrogation against the certificate holder. Policies maintained under this Section will be primary, not excess or contributory, to any other applicable policies Bibby might have. The insurance required by this Section will not limit Supplier's liability to Bibby under this Agreement or limit the rights or remedies available to Bibby at law or in equity.

**8. WARRANTY:** Supplier warrants that: (a) it has clear title to all Goods provided and that they are free of all liens, encumbrances, hypothec, and security interests; (b) that all Goods (including approved samples) are new (unless Bibby specifies otherwise in writing), of good quality, conform with Bibby's requirements, specifications, qualities, descriptions, plans, quotations, and designs, merchantable, and fit for the use for which they are intended, and free from defects in design, materials, and workmanship. All Services provided by Supplier will be performed by appropriately qualified and competent personnel in a

professional manner using the highest standards of quality and workmanship. If Supplier encounters unknown or latent conditions which could impair the performance or quality of Goods or Services, Supplier will give immediate notice of the nature of such condition to Bibby. Supplier will promptly provide to Bibby all written warranties from manufacturers, subcontractors and other Suppliers and assign such warranties to Bibby as the beneficiary. Supplier undertakes to pay and to execute in lieu and place of them such warranties if they fail to execute their obligations in such regard. This warranty will survive Bibby's acceptance of Goods or Services.

**9. DEFAULT; REMEDIES:** Each of the following constitutes an event of << Default >> by Supplier:

- a) If Supplier fails to comply with any of its obligations under the Agreement after receiving a written notice from Bibby to remedy the default, as required and within the time specified under such notice;
- b) If Supplier ceases its operations or places itself in a situation where it can no longer effectively fulfill its obligations, in Bibby's opinion;
- c) If Supplier becomes insolvent or bankrupt or if proceedings are taken by or against Supplier under the *Bankruptcy and Insolvency Act* or any other statute or act pertaining to creditor arrangements or if an administrator, liquidator, or other similar officer is appointed to administer, manage, or carry out the realization in whole or part of Supplier's assets or if arrangements or proceedings are taken by or against Supplier for its dissolution or liquidation;
- d) If any Goods provided by Supplier are seized and remain under seizure for a period of more than fifteen (15) days if the seizure is not, in Bibby's opinion, promptly and in good faith challenged by the appropriate procedures available to Supplier;
- e) If, in Bibby's opinion, Supplier acts in a manner that jeopardizes the fulfillment of its obligations with respect to Goods and Services, as ordered by Bibby;
- f) If Supplier fails to pay on time any tax, taxation, assessment, or contribution, direct or indirect, that may be levied or assessed against it, its property, or its business by any authority, including but not limited to income taxes and source deductions, permits, licenses, and other charges (including all interest, penalties, and fines);
- g) If any statement made by Supplier proves to be false or materially inaccurate on or after the date on which it was made;
- h) If a legal construction hypothec or other security affects both movable and immovable property of Bibby and Supplier fails, in Bibby's opinion, to obtain the discharge with due diligence and in accordance with appropriate legal procedures and means of challenge.

Regardless of any grace period that may or will be granted, Supplier will be in default of its obligations under the Agreement by the mere lapse of time without the necessity of any prior notice or demand. On Supplier's Default, Bibby may immediately, in addition to any other right or remedy it may have at law or in equity: (i) terminate the relationship and/or any pending Orders with Supplier and obtain a return of all money already paid to Supplier for Goods and Services not yet provided, or, at its sole option and without liability to Supplier, suspend Services or delivery of Goods and/or exclude Supplier from Bibby's premises until Supplier provides satisfactory evidence that such Default has been cured; (ii) finish Services or correct any non-conformity at Supplier's expense by whatever method Bibby deems expedient; (iii) reject, repair, or replace non-conforming Goods or Services or procure same or similar Goods or Services from another source, in which case Supplier will be liable to Bibby for any additional costs or expenses incurred by Bibby; (iv) require Supplier to correct or cure any non-conformity at Supplier's expense; or (v) after notifying Supplier with a demand letter, where applicable, take possession of any of Bibby's samples and materials held by Supplier. Supplier agrees to cooperate with Bibby in any way reasonably required to complete Services or purchase replacement Goods. In such case, Bibby will pay for that portion of Services previously completed by Supplier, subject to the terms and provisions above. In addition to its other remedies, Bibby will have a right of set-off and may withhold from time to time out of monies due Supplier, amounts sufficient to fully compensate Bibby for any loss or damage resulting from any Default or breach by Supplier. As an alternative, Bibby may, in its sole discretion, extend the delivery or completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Bibby's authorized representative. Bibby will have the right at any time to require adequate assurances of Supplier's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its reasonable attorneys' fees on a solicitor-client basis, expenses, and other costs of litigation.

**10. LIENS:** Subject to Bibby's payment as provided in this Agreement, Supplier will pay, satisfy, and discharge all mechanics', hypothec of construction, suppliers', materialmen's, and other liens, and all claims, obligations, and liabilities which may be asserted against Bibby or its property by reason, or as a result, of Supplier's acts or omissions in providing Goods or performance of Services governed or controlled by this Agreement.

**11. LABOUR RELATIONS:** Supplier will promptly make all reasonable efforts to prevent or resolve any strikes or other labour disputes among its employees or employees of its subcontractors. If a labour dispute occurs, Supplier will take all reasonable actions to minimize any disruption of performance of Services. Supplier will immediately advise Bibby in writing of any possible labour dispute which may affect performance of Services.

**12. GOVERNING LAW; DISPUTE RESOLUTION:** This Agreement, its interpretation, execution, validity, and effects are governed and construed in accordance with the laws in force in the province of Québec and the applicable Federal laws. The parties will make every reasonable effort to resolve their disputes amicably. Failing agreement between the parties, any claim arising out of

or relating to the Agreement, including but not limited to disputes based on or arising from an alleged tort, or any dispute concerning its fulfillment, interpretation and application << Dispute(s) >> will be finally resolved by binding arbitration in accordance with the provisions in force at the date of the Dispute under the auspices of the Canadian Commercial Arbitration Centre << CCAC >>, in accordance with the CCAC's General Commercial Arbitration Rules in force at the time of the Dispute. Disputes will be arbitrated in Québec City, Québec. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The Dispute will be arbitrated before three (3) arbitrators. Each party will appoint an arbitrator and the two (2) arbitrators will jointly appoint the third arbitrator who will act as chair of the tribunal. If a party fails to make a required appointment, or the arbitrators appointed by the parties are unable to agree on appointment of a third arbitrator, then a party may request the CCAC to make the required appointment. Notwithstanding the foregoing, Bibby reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in Québec City, Québec, Canada, and the parties agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the appropriate provincial or federal court in the judicial district of Québec City, Québec, Canada, to which jurisdiction each party hereby irrevocably submits to the exclusion of any other judicial district in the province of Québec. Each party waives any objection or defense that it is not personally subject to the jurisdiction of the courts in the judicial district of Québec City, Québec, Canada; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail.

**13. TERMINATION:** Notwithstanding termination of this Agreement pursuant to any default of Supplier, Bibby may terminate this Agreement and any Order resulting therefrom at its sole discretion, at any time and without cause, upon the expiration of a period of sixty (60) days after receipt by Supplier of a written notice from Bibby to that effect. Such notice is given without prejudice to all other rights and recourses of Bibby, including its right to claim damages and interests for any prejudice sustained because of Supplier's failure to fulfill its obligations.

**14. COMPLIANCE WITH LAWS:** In the performance of this Agreement, Supplier will comply with all applicable federal, provincial, and local laws, codes, regulations, and ordinances, which are incorporated herein by this reference. Supplier will take reasonable measures to ensure that those who supply components or materials incorporated into Goods supplied to Bibby also comply with such laws and regulations. Supplier will obtain, at its sole expense, all necessary permits and licenses before beginning Services and make copies of all such permits and licenses available to Bibby upon request. If Services involve or require Supplier to transport or dispose of any material or waste, before beginning Services, Supplier will provide Bibby with copies of all applicable or required permits and licenses and notify Bibby in writing of the final and any interim destination of material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste.

**15. COUNTERCLAIM:** Supplier irrevocably renounces and waives, without restrictions, any right to set up against any claim of Bibby under the Agreement, any counterclaim or means of defence based on the exception of non-performance or on legal or judicial set-off. Any claim or recourse by Supplier against Bibby will be dealt with, separately by means of independent judicial proceedings, if any. Supplier renounces and waives its right to allege any gesture, fact, omission, or any other circumstance arising out of any audit or other matter from Supplier's business by Bibby or by any third party at the latter's request.

**16. MISCELLANEOUS**

(A) No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly stated in writing and signed by such party's authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.

(B) Supplier may not assign this Agreement, or subcontract or delegate any part of Services to be performed on Bibby's premises without Bibby's prior written consent. Consent will not relieve Supplier from any obligations under this Agreement or any Order. Any transferee or subcontractor will be considered Supplier's agent and, as between Bibby and Supplier, Supplier will remain liable as if no such transfer or subcontract had been made. Any attempted assignment, subcontract, or delegation in violation of this Section is void; however, this Agreement and the terms and conditions contained herein are enforceable against Supplier's successors and permitted assigns.

(C) Bibby's remedies under this Agreement are cumulative and in addition to any other remedies available to Bibby, whether at law, equity, or otherwise.

(D) If any provision or part of a provision in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

(E) At all times, Supplier will be an independent contractor with respect to Goods and Services and not an agent or employee of Bibby. Any Services provided by Supplier will be carried on by Supplier according to its own methods subject only to specifications and agreements outlined in this Agreement or any applicable Order. Supplier will have full and exclusive control of its employees engaged in performance of Services or manufacture and/or delivery of Goods.

(F) Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement must be done in writing and handed directly to an authorized representative of the other party or sent by mail, courier, or email to the address indicated at the beginning of this Agreement or to the last address of which the party gave written notice to other. Any notice or document sent by mail is considered to have been received on the seventh (7th) business day following mailing. Any notice or document sent by email will be deemed to have been received on the day it is sent, unless transmitted after 5:00 p.m., and if transmitted on a Saturday or Sunday or on a non-legal day, such notice or document will then be deemed to have been received on the next business day. Shipment by registered or certified mail is considered to have been received on the date of the signature of the acknowledgement of receipt or delivery. Parties may change such notice addresses upon written notice to the other party. In the case of notice to Bibby, please also send a copy to:

Canada Pipe Company, ULC, d/b/a Bibby Ste. Croix  
2900 Hwy 280 S Suite 250  
Birmingham, AL 35223  
Attn: General Counsel

(G) Other than as set forth in this Agreement, neither party will be liable for delays in performance caused by acts of God, strikes, or labour disturbances, pandemics, or epidemics, or other delays in performance due to any event beyond the party's control. If any such event occurs, the period for the party's performance affected by the event will be extended for such period as reasonably required under the circumstances.

(H) No provision of this Agreement may be construed against either party as the drafting party.

(I) The parties have expressly agreed that this Agreement, and all correspondence relating to this Agreement, be drafted in English. Except as otherwise required by law, the English language version of this Agreement will govern over any translations. Les parties ont expressément convenu que l'entente, ainsi que toute correspondance s'y rapportant, soient rédigées en anglais. La version anglaise du présent accord prévaudra sur toute traduction.

In witness whereof, each party has signed the Agreement.

**Name of Supplier:** \_\_\_\_\_

**Canada Pipe Company, ULC, d/b/a Bibby Ste-Croix**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_, which is the Effective Date of this Agreement.