

CORRPRO CANADA, INC. PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the purchase of equipment, supplies, products, or materials ("Goods") by and/or the furnishing of labor and materials ("Services") to Corrpro Canada, Inc. ("Corrpro"), all as further described on the front of this Purchase Order ("PO"), by the supplier named on the front of this PO ("Supplier"). This PO becomes a valid and binding obligation of the parties upon the earlier of: (i) Corrpro's receipt of this PO signed by Supplier; (ii) Supplier starting performance under this PO; or (iii) Supplier acknowledging this PO within seven days of receipt. Except for terms expressly agreed to in a writing signed by an authorized Corrpro representative, any terms that add to or contradict the printed T&Cs of this PO are not valid. A definite expression of acceptance of this PO by Supplier that contains terms that are additional to or different from the T&Cs of this PO will form a contract solely on the T&Cs of this PO and the additional or different terms shall not become a part of the contract. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any T&Cs of this PO.

1. PAYMENT

a) Corrpro will pay undisputed amounts net 45 days after the later of (i) Corrpro's receipt of a valid invoice, or (ii) Corrpro's acceptance of the Goods and/or Services. Supplier will not invoice Corrpro until the Goods have been delivered or Services provided. The prices for the Goods and/or Services on the front of this PO are complete and include purchase price, all taxes, carriage (for international shipments, to port of entry), packaging, labeling, storage and insurance, but do not include, for international shipments, customs duties or shipping from port of entry to destination. Corrpro shall have no obligation to pay Supplier for the Goods and/or Services supplied under this PO, or any claims related thereto, unless and until Corrpro receives payment for the same from Corrpro's customer, if applicable. Receipt of funds by payment from Corrpro's customer shall be a condition precedent to Corrpro's payment obligations to Supplier. If a Good is specially manufactured to meet the specific requirements of this PO, payment for the Good is subject to a 10% retainage until such time as Corrpro can determine that the goods will satisfactorily meet the specific requirements of the PO. Acceptance of Supplier of final payment under this PO shall release Corrpro and its surety, if any, of all claims arising under or by virtue of this PO, except claims previously submitted in writing. If Corrpro shall require it, Supplier shall furnish a waiver of liens and release of claims in form acceptable to Corrpro as a condition to progress and/or final payment. No payment to Supplier shall operate as approval or acceptance of defective Goods.

b) Corrpro may withhold payments, in whole or in part, otherwise payable on account of defective materials not remedied, claims filed or evidence showing reasonable probability of filing of claims by unpaid suppliers of labor, materials, or equipment to Supplier, failure to cure any default or to perform any term to be performed under this PO, or a reasonable doubt that Supplier can complete this PO within the time required or for the balance of the PO price then unpaid. If the foregoing conditions are removed, Corrpro shall make the withheld payments promptly.

c) All sums tentatively earned by Supplier by the partial or complete performance of the PO and unpaid, and any unpaid balance of unearned PO price shall constitute a fund for the purpose of (i) full and timely completion of the work and fulfillment of all PO requirements, (ii) payment of any backcharges or claims due Corrpro from Supplier based upon this PO or otherwise, and (iii) payment to workers, material and service suppliers of Supplier, and others who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if the project is bonded). Such tentative earnings shall not be due or payable to Supplier or anyone else claiming in Supplier's place and stead, including but not limited to a trustee in bankruptcy, receiver, or secured creditor of Supplier until and unless such work is fully and satisfactorily completed, all PO requirements are fulfilled, and Corrpro and such persons are fully paid and satisfied. Supplier agrees to promptly pay all workers, material and service suppliers of Supplier and to provide Corrpro with each application for periodic progress payments, and the final payment, such lien waivers or proof of such payment as Corrpro may require. Supplier declares that all funds received by Supplier from Corrpro under this PO shall be deemed to be held by Supplier in trust for the benefit of those furnishing work, labor, materials, services, equipment, etc. to or through Supplier for the Goods and/or Services furnished under this PO.

d) Corrpro may, in its sole discretion, issue any payment by joint check to Supplier and any or all of Supplier's suppliers or others furnishing work, labor, materials, services, rental equipment, etc. to or through Supplier.

2. **DELIVERY & ACCEPTANCE.** Time is of the essence, and all shipping, completion and delivery dates are firm. Shipment of Goods will be C.I.P. destination (for international shipments, to port of entry), unless otherwise set forth on the front of this PO. Title to the Goods, and the associated risk, shall not pass from Supplier to Corrpro until delivery and acceptance of the Goods. Supplier will ship main carriage prepaid. Supplier must suitably pack or otherwise prepare for shipment all Goods to prevent damage in transit. Supplier will ensure that all packaging and labeling complies with the laws of the destination jurisdiction. Supplier must comply with all carrier requirements. Goods must be classified to secure the lowest possible shipment, insurance and duty rates. Corrpro shall have the right to test or inspect all Goods at Supplier's plant any time prior to shipment and/or perform a final inspection of the Goods and/or Services within a reasonable time after delivery and/or performance, but Corrpro's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods and/or Services or a waiver of any right or warranty and does not preclude Corrpro from rejecting defective or non-conforming Goods and/or Services.

3. **CHANGES TO PO.** Corrpro may make changes to the Goods and/or Services ordered, method of shipment or packing, or time or place of delivery or performance. If any such change causes an increase or decrease in the cost of, or the time of delivery or performance for, the Goods and/or Services, Supplier shall submit in writing an equitable adjustment for consideration by Corrpro. Any claim by Supplier for such an adjustment must be made immediately and no later than seven days from the date of Supplier's receipt of the change. No such change shall be binding on Corrpro unless Corrpro provides written consent to such change.

4. **CONFIDENTIALITY.** All information relating to this PO is "Corrpro Confidential Information." Supplier may only use and copy the Corrpro Confidential Information to perform its obligations under this PO. Supplier will not disclose Corrpro Confidential Information to any third party without the prior written consent of Corrpro. On cessation of work, or at Corrpro's request, Supplier shall return to Corrpro all documents and other materials that contain or relate to Corrpro Confidential Information. Corrpro Confidential Information does not include information that is: (a) rightfully known by Supplier prior to negotiations leading to this PO; (b) independently developed by Supplier without reliance on the Corrpro Confidential Information; or (c) part of the public domain or is lawfully obtained by Supplier from a third party without any confidentiality violation.

5. WARRANTIES AND CERTAIN COVENANTS

a) Supplier warrants and covenants that all Goods and/or Services delivered: (i) do and will conform with this PO and all specifications; (ii) are and will be free from defects in materials, workmanship and design; (iii) are and will be free from liens, restrictions, reservations, security interests or encumbrances; and (iv) are and will be suitable for, and perform in accordance with, the particular purposes for which they were purchased by Corrpro and for which they were designed, manufactured, constructed or performed.

b) Supplier will, at Corrpro's request and without additional expense to Corrpro, promptly correct defects or replace or re-perform non-conforming Goods and/or Services, in Corrpro's sole discretion. If Supplier does not promptly correct defects or replace or re-perform non-conforming Goods and/or Services when so requested, Corrpro, after written notice to Supplier, may make corrections or replace or perform Goods and/or Services and charge Supplier for the cost incurred.

c) Supplier warrants that neither the Goods or Services, nor Corrpro's use of the Goods or Services, will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.

6. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER AGREES TO DEFEND, INDEMNIFY, AND HOLD CORRPRO AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS (THE "CORRPRO GROUP") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS (INCLUDING, WITHOUT LIMITATION, THE COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO (a) THE NEGLIGENT ACT OR ACTIONS, OMISSION OR FAILURE TO ACT, ON THE PART OF SUPPLIER, ITS DIRECTORS, OFFICERS, AGENTS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE, OR (b) ANY INACCURACY OR BREACH OF ANY WARRANTY OF REPRESENTATION, OR THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE**

MARKS, INTELLECTUAL PROPERTY RIGHT OR MISAPPROPRIATION BY SUPPLIER OF ANY TRADE SECRET. TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, SUPPLIER WILL NOT HOLD THE CORRPRO GROUP RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY. IN THE EVENT ANY PROVISION CONTAINED IN THIS PO SHALL, FOR ANY REASON, BE HELD ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

7. **INSURANCE.** Throughout its performance under this PO, Supplier agrees to maintain policies of insurance that include, but are not limited to, commercial general liability insurance covering its performance under this PO with minimum limits of \$1,000,000 per occurrence; worker's compensation insurance sufficient to comply with applicable law; employers' liability insurance with minimum limits of \$1,000,000; and automobile liability insurance with bodily injury and property damage combined single limit with minimum limits of \$1,000,000. Supplier shall name Corrpro as an additional insured on a primary and non-contributory basis on all insurance policies except for worker's compensation. Certificates of all such insurance shall be furnished to Corrpro immediately upon execution of this PO and prior to Supplier commencing work or furnishing Goods and/or Services. All certificates of insurance shall, without qualification, contain the following statement: "Should any of the described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days' notice to the named certificate holder."

8. **LIMITATION OF LIABILITY. CORRPRO WILL NOT BE LIABLE FOR LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS PO. CORRPRO'S LIABILITY FOR ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS PO WILL NOT EXCEED THE PRICE OF THE GOODS AND/OR SERVICES GIVING RISE TO THE CLAIM.**

9. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Supplier must promptly disclose and assign to Corrpro all intellectual property generated, conceived or developed under this PO, including but not limited to proprietary information, inventions conceived or reduced to practice as a result of this PO, and any resulting patents. Any works of authorship in any form of expression developed under this PO are works for hire and belong exclusively to Corrpro. If, by operation of law, the ownership of works for hire does not automatically vest in Corrpro, Supplier hereby assigns and agrees to assign ownership to Corrpro. Supplier will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Supplier warrants to Corrpro that Supplier's employees are subject to agreements that will secure Corrpro's rights under this section. For intellectual property, including software, provided under this PO, but not owned by Corrpro as provided in this Section, Supplier grants to Corrpro a fully paid-up, worldwide, perpetual license to install, execute, use, copy, test, display, perform and distribute such intellectual property for Corrpro's business purposes.

10. **TERMINATION/SUSPENSION.** Corrpro may at any time terminate for convenience or suspend further performance of all or part of this PO by giving written notice to Supplier. If Supplier, for any reason, fails to ship or deliver Goods or perform Services within the times specified in this PO, or otherwise fails to perform any of the terms and conditions of this PO, Corrpro may, without liability (except for conforming Goods previously delivered and accepted or conforming Services previously provided and accepted), terminate this PO in whole or in part, by written notice to Supplier, and Supplier will be liable to Corrpro for damages that Corrpro incurs due to non-performance, including the excess cost for substitute Goods and/or Services.

11. **UNFORESEEN EVENTS (FORCE MAJEURE).** Should either party be unable, in whole or in part, to perform its obligations under this PO by reason of force majeure, such party shall be excused from performance to the extent they are affected by such force majeure. Supplier shall promptly provide Corrpro with notice of the existence of any force majeure. In such event, Corrpro may require Supplier to allocate its available supply of Goods and/or Services to Corrpro on a non-discriminatory basis with Supplier's other customers. Nothing in this PO shall preclude Corrpro from engaging other suppliers during the pendency of a force majeure, and Corrpro may, if the circumstances warrant, terminate the PO due to

Supplier's inability to perform. The term "force majeure" shall mean circumstances beyond the respective party's reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, civil disturbances, acts of governmental or local authority, and any other acts and causes not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

12. **ASSURANCES.** If Corrpro shall have reasonable grounds to question Supplier's intent or ability to perform, Corrpro may, in writing, demand that Supplier give adequate assurances, in writing, of due performance. If such demand is made and no written assurance is given within three calendar days, Corrpro may treat this failure to give such assurance as an anticipatory repudiation of the PO.

13. **CHOICE OF LAW.** This PO shall be governed and construed in accordance with, and all claims relating to or arising out of this PO, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the laws of the Province of Alberta (Canada) without regard to its conflict of law provisions. Each party attorns to the exclusive jurisdiction of the courts of the Province of Alberta (Canada). The prevailing party in any formal dispute shall be entitled to reasonable legal fees and costs, including reasonable expert fees and costs. The UNCITRAL Convention on Contracts for the International Sale of Goods does not apply to this PO.

14. **WAIVER OF JURY TRIAL; VENUE.** Each party waives its right to a jury trial in any court action arising among the parties, whether under this agreement or otherwise related to this agreement, and whether made by claim, counterclaim, third party claim or otherwise. Except to the extent necessary for Corrpro to enforce indemnity or defense obligations under this Agreement, any court proceeding brought by either party must be brought in the district court for the Southern District of Texas located in Houston, Texas. Each party agrees to personal jurisdiction in this court. In the event federal jurisdiction is not available, the parties agree to bring any such proceeding in the state court of Texas, and venue shall be in Houston, Texas. The prevailing party in any formal dispute shall be entitled to reasonable attorneys' fees and costs, including reasonable expert fees and costs.

15. **GENERAL.**

(a) Supplier will not, without Corrpro's prior written consent, make any news release, public announcement, denial or confirmation of this PO, its value, or its terms. (b) Nothing in this PO grants Supplier the right to use any trademarks, service marks or trade names proprietary to Corrpro. If Supplier is granted a right to use Corrpro marks, Supplier will do so only in strict compliance with Corrpro's guidelines. (c) No change, amendment or modification of this PO will be effective unless in writing and signed by authorized representatives of Corrpro and Supplier. (d) Supplier will not, without Corrpro's prior written consent, assign or subcontract all or any part of this PO. (e) Failure by Corrpro to insist upon strict performance by Supplier of any of its obligations under this PO will not waive any subsequent or other default or failure to perform by Supplier. (f) Corrpro's rights and remedies in law or equity are cumulative and may be exercised concurrently or separately. (g) Time is of the essence in Supplier's performance. (h) Supplier is an independent contractor and not an agent or employee of Corrpro or of any of Corrpro's affiliates. Supplier is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claims by Supplier's employees. (i) Corrpro has the right to offset any amount owed by Supplier to Corrpro, whether or not arising from this PO, against any amount owed by Corrpro to Supplier under this PO. (j) Supplier must provide product change notices to Corrpro. (k) All documents related to this order must be sent to Corrpro at the address listed on the front of this PO.

16. **ENTIRE AGREEMENT; CONFLICTS.** This PO, these T&Cs, and any attachment(s) constitute the entire agreement between the parties as to the Goods and/or Services and supersede all previous representations, statements, negotiations, commitments and writings relating to the Goods and/or Services. If there is a conflict between this PO and any other document related to the Goods and/or Services, the terms of the documents will control in the following order: (a) master or other written agreement between Corrpro and Supplier signed by an authorized representative of Corrpro; (b) these printed PO T&Cs; (c) supplemental terms set forth on the front of the PO; and (d) other documents incorporated into this PO by reference. The parties hereto confirm that it is their wish that the Agreement has been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté que ces Termes et Conditions de même que tous les documents s'y rattachant soient rédigés en anglais seulement.*