



Supplemental Site Service Terms and Conditions Addendum (Quebec)

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1. DEFINITIONS

1.1 **Definitions.** Except as defined below, capitalized terms used in this Supplemental Site Service Terms and Conditions Addendum (Quebec) shall have the meanings ascribed to them in the General Conditions. In addition, the following capitalized terms mean:

- (a) **“Completion”** means that the Work has been fully completed in accordance with the Contract.
- (b) **“Dangerous Goods”** means dangerous goods as defined in the Transportation of Dangerous Goods Act (Canada) or any successor legislation.
- (c) **“Hazardous Substance”** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or any other material, radioactive or otherwise, which are or become listed, regulated or addressed under any Law respecting the use, manufacture, importation, handling, transportation, storage, disposal and treatment of the substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or other material, including all Dangerous Goods.
- (d) **“Other Contractors”** means contractors or suppliers engaged by Suncor to provide labour, materials, products or services, other than the Contractor.
- (e) **“Serious Injury, Incident or Fatality”** means any type of injury, near miss or incident at Site associated with or in the vicinity of the Work for which Suncor undertakes a Suncor led incident investigation, including:
 - (i) an injury or accident that results in the death of Personnel;
 - (ii) an injury or accident that results in a physician writing admitting orders to cause Personnel to be an inpatient of a hospital;
 - (iii) an unplanned or uncontrolled explosion, fire or flood that causes a serious injury or that has the potential of causing a serious injury;
 - (iv) electrical equipment failures or incidents that cause, or threaten to cause, injury to Personnel or damage to equipment or facilities; and
 - (v) any other unusual incident or unexpected event that could have caused serious injury to Personnel.
- (f) **“Suncor’s Contractor Alcohol and Drug Standard”** means the current version of Suncor’s Contractor Alcohol and Drug Standard at <https://www.suncor.com/en-ca/contractors-suppliers-carriers/existing-contractors-suppliers-carriers> or such other Suncor website as may be updated from time to time or as may be provided and updated by Suncor from time to time, including as part of Suncor’s prequalification process.
- (g) **“Suncor’s EH&S Management Requirements”** means Suncor’s environment, health and safety requirements applicable to the Work at <https://www.suncor.com/en-ca/contractors-suppliers-carriers/existing-contractors-suppliers-carriers> or such other Suncor website as may be updated from time to

time or as may be provided and updated by Suncor from time to time, including as part of Suncor’s prequalification process.

2. SCOPE OF WORK

- 2.1 **Work.** The Contractor shall perform the Work in accordance with the Contract.
- 2.2 **Precedence.** In the event of a conflict between or among the Supplemental Site Service Terms and Conditions Addendum and the General Conditions, the Supplemental Site Service Terms and Conditions Addendum shall govern over the General Conditions.
- 2.3 **Matters Affecting the Contractor’s Obligations.** Any failure by the Contractor to discover matters which affect or could affect its obligations under the Contract shall not relieve the Contractor from any such obligations. Specifically, the Contractor acknowledges that it has investigated and satisfied itself as to:
 - (a) the nature of its obligations under the Contract;
 - (b) the general character, quality, quantity and availability of equipment and materials required to fulfill its obligations under the Contract;
 - (c) the location of, and all conditions relating to, the Site, including accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather, and all other physical, topographical and geographical conditions that may affect the Contractor’s obligations under the Contract and are discoverable by due diligence;
 - (d) all environmental risks, conditions, Law and restrictions that affect or might affect the Contractor or its obligations under the Contract; and
 - (e) all conditions affecting labour, including availability, productivity and safety, applicable to the Contractor’s obligations under the Contract.
- 2.4 **Minimum of Interference and Full Cooperation.** The Contractor shall perform the Work in such manner as to minimize interference with operations of Suncor or Other Contractors. The Contractor shall cooperate fully with Other Contractors and all Persons that the Contractor may be involved with during the performance of the Work.

3. MATERIAL, EQUIPMENT AND SUPPLIES

- 3.1 **Contractor to Check Material, Equipment and Supplies.** The Contractor shall check, assess and record upon delivery to the Contractor the quantity and condition of all materials, equipment and supplies which are to be installed or consumed by the Contractor during the performance of the Work, and shall at all times protect such materials, equipment and supplies from loss or damage.

4. OTHER CONTRACTORS

- 4.1 **Other Contractors.** If any portion of the Work depends upon the work of Other Contractors for its proper execution or result, and the Contractor becomes aware of any defects, deficiencies or conflicts in the work or in the timing of the work of the Other Contractors as may interfere with the proper execution of the Work, the Contractor shall as soon as practicable provide a notice to Suncor of such defects, deficiencies or conflicts. Should the Contractor fail to provide a notice to Suncor as required by this Paragraph, the

Contractor shall: (i) have no Claim against Suncor by reason of defective, deficient or unfinished work of any Other Contractors; and (ii) reimburse Suncor for all costs, expenses and losses suffered, sustained, paid or incurred by Suncor relating to any Work that requires re-performance as a result of any defects, deficiencies or conflicts in the work or in the timing of the work of Other Contractors.

5. CLEAN-UP

5.1 **Waste.** In addition to the requirements of Article 14 (Hazardous Substance Handling), no waste materials shall be allowed to accumulate in or around the Site, and the Contractor shall remove, or cause its Subcontractors to remove, debris or waste materials at periodic intervals or as often as Suncor may direct and shall ensure disposal of such debris and waste materials in accordance with applicable environmental Laws. Before Completion, the Contractor shall remove or cause to be removed all temporary structures, superfluous materials and waste materials of whatever kind resulting from the Work.

6. REPRESENTATIONS

6.1 **Contractor's Performance Representations and Warranties.** The Contractor shall provide installation and other services relating to the Goods in a proper and good and workmanlike manner in accordance with the Contract and in accordance with good engineering, manufacturing, installation and other industry practice.

6.2 **Permits and licenses.** The Contractor holds all of the permits and licenses required by Law which are necessary to carry out the Work.

6.3 **Compliance.** The Contractor shall and shall ensure that its Subcontractors comply with all of the requirements of the Commission de la construction du Québec (CCQ), including any payments related thereto. The Contractor shall, upon request, provide Suncor with a situation letter from the CCQ.

7. INSURANCE

7.1 **Insurance Coverage.** Without limiting any of the obligations or liabilities under the Contract and prior to commencing any Work under the Contract, the Contractor shall obtain and continuously carry or cause to be maintained during the Term or at any time when on Site, at its own expense, including all retentions and deductibles, policies suitable to Suncor in respect of the following insurances, which limits may be achieved through a combination of primary and excess or umbrella policies:

- (a) commercial general liability Insurance, including bodily injury, death and property damage, in an amount of not less than \$5 million (combined single limit on each occurrence). Such coverage to include, blanket contractual liability, employer's liability, contingent employer's liability, non-owned automobile liability, products and completed operations liability, and, when applicable to the Work, attached equipment, hook liability, riggers liability, sudden and accidental pollution liability and explosion, collapse and underground damage liability. This policy will respond to property damage to Suncor's existing facilities;
- (b) automobile liability insurance for owned, leased, hired, operated or licensed vehicles with limits of not less than \$2 million for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence;

- (c) property insurance on a replacement cost basis, covering loss or damage to construction machinery, tools, equipment and property that is owned by, leased by, or rented by and used by the Contractor or its Subcontractors in performing the Work; and
- (d) additional coverage as may be required by Law, which is customary for work similar to the Work or which Suncor, acting reasonably, considers necessary.

7.2 **Requirements of Contractor.** The insurance provided by the Contractor shall be provided in accordance with the following terms and conditions:

- (a) at Suncor's request, certificates of insurance of the policies described in Paragraph 7.1 (Insurance Coverage) shall be submitted to Suncor. All such policies shall be placed with insurers and shall be in a form acceptable to Suncor. The approval or non-approval of any such policy by Suncor shall in no way relieve the Contractor of its obligations to provide, and to cause its Subcontractors to provide, the insurance in this Article for the Term or while on the Site;
- (b) all property insurance policies provided by the Contractor and its Subcontractors shall contain a waiver of subrogation against the Indemnitees;
- (c) all liability insurance policies, except for automobile liability and professional liability, provided by the Contractor and its Subcontractors shall:
 - (i) name the Indemnitees as additional insureds, but only with respect to any potential legal liability arising out of the operations, actions or conduct of the named insured; and
 - (ii) contain a cross-liability and severability of interest clause;
- (d) all insurance provided by the Contractor or its Subcontractors shall be considered primary and not excess to any insurance carried by Suncor; and
- (e) each such policy shall state that it cannot be cancelled without at least 30 days' written notice to Suncor.

7.3 **Insurance Indemnity.** If the Contractor fails, or any of its Subcontractors fail, to furnish Suncor with a certificate of insurance for each policy of insurance required to be obtained in Paragraph 7.1 (Insurance Coverage), or if after furnishing a certificate of insurance, any policy lapses, is cancelled or is materially altered, in every case Suncor may terminate the Contract or obtain and maintain such insurance in the name of the Contractor and any of its Subcontractors. The Contractor shall indemnify and hold harmless the Indemnitees from any Claim suffered, sustained, paid or incurred by one or more of the Indemnitees to place such insurance for the Contractor, including the Subcontractors' insurance costs, and such indemnity shall not be subject to the limitation of liability for the Contractor in the General Conditions.

7.4 **Subcontractors.** The Contractor shall require its Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found in Paragraph 7.1 (Insurance Coverage) and Paragraph 7.2 (Requirements of Contractor). The Contractor shall provide to Suncor, upon request, copies of certificates of insurance for the policies it has obtained from its Subcontractors.

7.5 **Claims Made.** For any policy required under Paragraph 7.1 (Insurance Coverage) that is written on a claims made basis,

any retroactive date applicable to coverage under such policy shall precede the Effective Date and continuous coverage shall be maintained for a period of two years beginning from the expiry of the Term or termination of the Contract.

7.6 **Liability of the Contractor.** Neither the providing of insurance by the Contractor in accordance with the requirements of this Article, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim occurring shall be held to relieve the Contractor from any other liability under the Contract or otherwise.

7.7 **Notice.** The Contractor shall immediately notify Suncor in writing and the relevant insurer of any occurrence or incident arising from or connected to the Contractor's performance of the Work likely to give rise to a claim under the policies or insurance coverage referred to in this Article. In addition, both Suncor and the Contractor shall give all such information, reports, documentation and assistance as may be reasonably practicable to achieve prompt settlement of insurance claims.

8. WORKERS' COMPENSATION

8.1 Workers' Compensation.

(a) The Contractor shall and shall ensure that its Subcontractors comply with all workers' compensation and occupational health and safety Laws applicable to all persons employed by the Contractor and its Subcontractors. The Contractor shall and shall ensure that all its Subcontractors are at all times in good standing with the Commission de la santé et de la sécurité du travail du Québec in regard to the payment of the assessments payable pursuant to any occupational health and safety Laws including the Act respecting industrial accidents and occupational diseases (RSQ, chapter A-3.001) and the Act respecting occupational health and safety (RSQ, chapter S-2.1).

(b) The Contractor shall, upon request, provide Suncor with a Compliance Certificate issued by the Commission de la santé et de la sécurité du travail du Québec.

(c) The Contractor shall and shall ensure that its Subcontractors comply with all workers' compensation and occupational health and safety Laws applicable in situations where an employee of the Contractor or its Subcontractors working on the Site resides outside the Province of Quebec and the Contractor or its Subcontractors concerned does not have a place of business in the Province of Quebec. The Contractor shall ensure that all its Subcontractors that do not have a place of business in the Province of Quebec and that have employees who do not reside in Quebec have workers' compensation insurance covering the said employees while they are engaged in performing the Work on the Site.

8.2 **Indemnification for Workers' Compensation.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees as a result of the Contractor's failure to pay, or the failure of the Contractor to ensure its Subcontractors pay, any assessment, contribution, or insurance premium relating to workers' compensation in accordance with the applicable Law.

9. COMPLIANCE WITH LAWS AND SUNCOR'S SUPPLIER CODE OF CONDUCT

9.1 **Compliance with Law.** The Contractor and its Personnel shall be fully knowledgeable of the Law applicable to the Work and the performance of the Contract and shall comply with the Law.

9.2 **Compliance with Suncor's Supplier Code of Conduct.** At the Contractor's expense, the Contractor and its Personnel shall understand and comply with Suncor's Supplier Code of Conduct and shall provide written certification of same if requested, and shall use reasonable efforts to prevent any harm to Suncor's reputation. In the case of any difference between the requirements of Suncor's Supplier Code of Conduct and the Law, the stricter or higher standard shall apply.

10. SECURITY

10.1 **Risk Avoidance.** The Contractor shall, and shall ensure that its Subcontractors shall, conduct all operations in a manner to avoid risk of loss, theft or damage to the Work or other property.

10.2 **Security Requirements.** The Contractor shall comply with Suncor's security requirements for the Site and the Work and shall cooperate with Suncor on all security matters.

10.3 **Access to the Site.** Suncor may, in its sole discretion, deny access to the Site to any individual, or direct the Contractor to reassign, replace or remove any Personnel. In the event any Contractor's Personnel is reassigned, replaced or removed, the Contractor shall promptly replace such Personnel with another who is fully competent and skilled to perform such Personnel's duties.

11. LIENS AND LEGAL HYPOTHECS

11.1 **If Legal Hypothec Filed.** If a legal hypothec in respect of the Work is filed against the Site or any of Suncor's property, including leases, Suncor may immediately withhold payment of any monies owing to the Contractor until the Contractor discharges such legal hypothec.

11.2 **Contractor to Discharge or Release Legal Hypothecs.** The Contractor shall promptly discharge or release or cause to be discharged or released any and all legal hypothecs in respect of the Work which are registered, filed, recorded or brought by any Person against the Site or any of Suncor's property.

11.3 **Indemnification by Contractor.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by the Indemnitees in connection with any legal hypothecs (excluding any valid legal hypothecs of the Contractor).

11.4 **Waiver of Legal Hypothec.** The Contractor with no reserve hereby waives its right to a legal hypothec in respect of the Work.

12. TAXES

12.1 **Tax Responsibility.** The Contractor shall be responsible for and pay the costs of all contributions, assessments and deductions, including those required for labour unions or associations, workers' compensation insurance contributions, employment insurance contributions, employees' income tax deductions, Canada Pension Plan, Quebec Pension Plan contributions, Quebec Parental insurance Plan contributions, Quebec Health Services Fund contributions, disability benefits and other similar contributions, assessments and

deductions, together with all Taxes in relation to same as may be required by Law.

12.2 **Tax Withholding.** If the Contractor is a non-resident of Canada within the meaning of the Income Tax Act (Canada) or the Taxation Act (Québec), Suncor is obligated by Law to withhold at the then current rate a percentage of the value of the Work, as applicable, unless an official exemption from tax withholding is received by Suncor from the Contractor. Suncor shall be entitled to deduct any such required withholding from any amounts paid or payable to the Contractor under the Contract. Any amounts deducted by Suncor pursuant to this Paragraph shall be remitted by Suncor directly to any revenue authorities on behalf of the Contractor, with an official receipt respecting any such remittance provided to the Contractor by Suncor. It is expressly understood and agreed by the Contractor that no additional payment shall be made to compensate the Contractor as a result of costs associated with Canadian and Québec withholding tax. The Contractor shall provide accurate and timely information relating to the value of all Work to permit Suncor to withhold the appropriate amounts as required by Law.

12.3 **Tax Indemnity.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees in respect of the Contractor's obligations described in this Article, and such indemnity shall not be subject to any limitation of liability for the Contractor in the General Conditions.

13. HEALTH AND SAFETY

13.1 **Contractor EH&S Plan.** The Contractor shall maintain and comply with, and ensure that its Subcontractors maintain and comply with, and ensure that the Contractor's Personnel comply with, an environment, health and safety plan that meets or exceeds Suncor's EH&S Management Requirements and any safe work requirements in the Contract. Suncor reserves the right to audit the above-mentioned plan and carry out corrective measures at the Contractor's expense. Suncor shall notify Contractor of such audit. The Contractor shall give Suncor all reasonable and necessary assistance during such audit. In the case of any difference between the requirements of such plan and any safe work requirements in the Contract and the Law, the stricter standard shall apply.

13.2 **Contractor Alcohol and Drug Policy.** The Contractor shall maintain and comply with an alcohol and drug policy that meets or exceeds Suncor's Contractor Alcohol and Drug Standard and any safe work requirements in the Contract. In the case of any difference between the requirements of the Contractor's alcohol and drug policy and the Law, the stricter or higher standard shall apply.

13.3 **Suncor's Right to Suspend.** Suncor, acting reasonably, shall have the right to suspend performance of the Work for as long as it is necessary to prevent or stop any unsafe work practice or any violation of the safe work requirements in the Contract or Suncor's Contractor Alcohol and Drug Standard, without compensating the Contractor for any loss or damages the Contractor may suffer, and without any time extension for performance of the Work. Suncor shall have no liability for suspending the Work, or failing to suspend the Work, pursuant to this Paragraph. Any suspension of the Work pursuant to this Paragraph shall not relieve the Contractor of any of its responsibilities pursuant to the Contract, or otherwise, and shall not affect Suncor's right to terminate the Contract for the same unsafe work practice or violation.

13.4 **Full Cooperation with Incident Investigations.** In the event of an environmental, health and safety incident, including any Serious Injury, Incident or Fatality, the Contractor shall use best efforts to cooperate fully with Suncor on any Suncor led incident investigation, regardless of and notwithstanding the fact that legal privilege may attach to information or correspondence associated with such incident, including, at Suncor's discretion:

- (a) providing emergency response to aid any injured Personnel;
- (b) providing emergency response to prevent further injuries and to protect property and the environment;
- (c) providing assistance to secure the Site;
- (d) complying with any information requests, including evidence gathering activities;
- (e) providing witness statements; and
- (f) assisting in root cause analysis.

14. HAZARDOUS SUBSTANCE HANDLING AND DANGEROUS GOODS

14.1 **Hazardous Substances.** The Contractor shall not, and shall ensure that its Subcontractors shall not, use, store, transport, remove, dispose of or destroy any Hazardous Substances in connection with the Work, except with the prior written approval of Suncor. All Hazardous Substances used, stored, transported, removed, disposed of or destroyed shall be dealt with in accordance with the Law and the Contract. Material safety data sheets for Hazardous Substances brought on Site by the Contractor shall be immediately accessible by the Contractor and Suncor at all times.

14.2 **Asbestos.** Where asbestos is present at the Site, the Contractor shall not proceed with any Work until:

- (a) asbestos surveys and notifications have been completed and provided to the appropriate regulatory agencies as directed by Suncor; and
- (b) Suncor specifically authorizes the Work to proceed.

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