PURCHASE ORDER TERMS and CONDITIONS – GOODS and/or SERVICES

(*Forming part of Standard Purchase Order Contract*)

PROVISIONS APPLICABLE TO ALL GOODS AND/OR SERVICES

1. **Definitions.** In these Purchase Order Terms and Conditions, the following terms have the following meanings where the context permits or requires:

a) "**Goods**" includes machinery, equipment, goods, articles, materials, supplies, drawings, intellectual property, data and other property (and all applicable work, services and labour, including design, delivery, installation, inspection, testing, maintenance and expediting) specified or required by SFPPN hereunder and/or specified, required or necessary to furnish the same to SFPPN under this PO, including, without limitation, all additions, replacements, spare parts and accessories;

b) "**PO**", "**Purchase Order**", "**Agreement**" or "**Order**" means collectively the accompanying purchase order, any written request issued by SFPPN for Work and/or Services, these Purchase Order Terms and Conditions, and any terms, conditions, specifications, instructions and documents specifically incorporated by written reference herein;

c) "**SFPPN**" means Société féroviaire et portuaire de Pointe Noire s.e.c., herein acting and represented by its general partner, 9336-0634 Québec Inc, and its successors and assigns;

d) **"SFPPN Property"** includes lands, buildings, structures, equipment, machinery and other real and personal property of SFPPN that is impacted or affected in any way by the Work;

e) **"Work"** means the supply of Services and/or supply of Goods set out in this Purchase Order, as may be modified by change order, together with written amendments, supplements, deletions or modifications thereto made in accordance with the PO;

f) **"Services"** includes all work, supply, services, disciplines, expertise, skills, advice and labour including, without limitation, all cleaning, maintenance, repair, installation, erection, construction, testing, delivery, supervision, speciality, technical, design, consulting, engineering, procurement, management, professional work and/or other work, services and/or labour provided, performed, supplied and/or completed in strict accordance with this PO, or intended so to be;

g) **"Supplier**" means each of the persons to which this PO is addressed and each of their respective, as applicable, heirs, personal representatives, successors and permitted assigns;

2. **PO.** These Purchase Order Terms and Conditions are issued by SFPPN for the Work to be performed by Supplier and Supplier hereby agrees to provide, the Goods and/or Services to SFPPN as described in the PO.

3. **Order of Precedence.** The documents shall take precedence in the following order: (i) the latest Purchase Order revision, if applicable, (ii) Purchase Order, (iii) Specific Conditions, if applicable, (iv) , these Terms and Conditions for the Purchase of Goods and Services (v) schedules and/or supplementary documents which have been specifically identified hereinabove, if applicable.

4. **Survival**. Unless otherwise provided in the Agreement, the following paragraphs shall survive the expiration or earlier termination of the Agreement: sections 2.(PO), 4.(Survival), 5.(Interpretation), 13.(Confidentiality), 14.(Intellectual Property Rights), 15.(Advertising and Publicity), 18.(Indemnification), 23. (Applicable Law) and 28.(Warranty).

5. **Interpretation.** The words "includes" and "including" shall in all cases be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation". All words used herein and personal pronouns relating thereto are to be read and construed as the number and gender of the party or parties referred to that each use requires. Wherever a number of days is prescribed in this Agreement, the days shall be calendar days unless stated otherwise. Paragraphs headings are for convenience only. All notices and authorizations shall be in writing whether stated or not.

6. **Scope of Work.** Supplier has complete control over and responsibility for furnishing the Work and shall perform the Work as described in the PO. Supplier shall request from SFPPN any explanation Supplier may require as to the meaning or intent of any clause or specifications in any PO, and Supplier shall be responsible for any errors or losses consequent upon failure to request such explanation. Supplier shall bring to the attention of SFPPN any obvious or perceived errors or omissions in any specifications or drawings provided by SFPPN in relation to the Work.

7. **Term.** The term of this Agreement shall be as described, when applicable, in the Agreement; otherwise, this Agreement shall cease when terminated or when the Work has been fully executed by the Supplier at SFPPN's satisfaction in accordance with the provisions herein.

8. **Acceptance – Entire Agreement.** Any of (i) the written acceptance of this PO, (ii) the shipment, supply, commencement or performance of Work, or (iii) the acceptance or negotiation of payment in full or part, constitutes acceptance of this PO by Supplier. Supplier represents and warrants that: (i) it has full power and authority to enter into this PO and perform its obligations; (ii) this PO is a binding obligation of Supplier, enforceable against Supplier in accordance with its terms. Acceptance of this PO is limited to the express terms contained in this PO. These PO Terms and Conditions shall prevail over any of Supplier's general terms and conditions and this PO specifically excludes any terms of Supplier which may be communicated to SFPPN at any time before, concurrently with or after the date of this PO, and regardless of whether the Supplier terms form part of any other prior or current contract or purchase order with SFPPN unless specifically accepted by SFPPN in writing. If this PO shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms of this PO. This PO supersedes any prior offers, negotiations, and agreements, whether oral or written, express or implied, and constitutes the entire agreement between the parties concerning the subject matter hereof.

9. **Pricing.** The price of the Goods and Services is the price stated in the PO (the "**Price**"). Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, excise, or value-added taxes. Unless otherwise stated in the PO, prices are fixed and firm, are stated in Canadian dollars, and are not subject to any escalation whatsoever due to any cause, including, without limitation, increases in the cost of labour, materials or freight. Unless otherwise stated in the PO, upon acceptance of the work by SFPPN, Supplier shall submit its invoice for the Work, together with any required supporting documents listed in the PO, and SFPPN shall pay such invoice to Supplier within thirty (30) days following its receipt thereof.

10. **Payment.** In addition to a sufficient description of the Goods and Services, each invoice from the Supplier shall contain, at a minimum, a reference to the Purchase Order Line item, the amount owing before taxes, the amount of any applicable taxes, and the amount owing including taxes. Subject to its right to withhold set forth hereinafter, SFPPN undertakes to pay all amounts invoiced within thirty (30) days from the date of the receipt of a valid invoice, when applicable, in compliance with the contractual milestone payment schedule specified in the Agreement. SFPPN shall have the right to dispute any invoice, in whole or in part, and shall give notice to the Supplier of the nature

and extent of any such dispute. SFPPN shall withhold only the disputed amounts until the dispute is resolved. Invoices shall be submitted complete with relevant supporting documentation no later than ninety (90) days after completion of the Services or receipt of the Goods. When applicable, all invoices for a final amount shall include a lien waiver in favor of SFPPN. Invoices for technical assistance or supervisory services shall (i) clearly state the period the billing pertains to, (ii) rates and authorised expenses shall be stated and subtotalled separately, (iii) details of hours worked will be substantiated with approved time sheets, and (iv) expenses incurred will be justified with original receipts. Foreign Supplier invoices for non-resident personnel may be subject to Canadian withholding taxes. Where applicable, and in accordane with the applicable laws and regulations, SFPPN shall deduct said withholding taxes from the invoiced amounts.

11. **Hypothecs, Liens or Other Encumbrances.** The Supplier agrees that SFPPN's rights, title and interest in the Goods as well as in any other goods or property owned by SFPPN shall remain free and clear of any hypothec, lien or other encumbrances including any legal hypothec of construction related to a claim made by any person stating that is has provided services and/or materials to the Supplier (collectively a "**Lien**"). . If any person registers such Lien or if SFPPN receives a written notice of the registration of a right to such Lien, the Supplier agrees to, no later than seven (7) days of the notice of such Lien registration, obtain the cancellation of the Lien by way of release, discharge or withdrawal. If the Supplier fails to comply with this paragraph, SFPPN may, at its option, obtain the cancellation, discharge or withdrawal of such Lien at Supplier's expense (including reasonable legal fees). SFPPN reserves the right to withhold ten (10) percent of each invoice until Supplier provides to SFPPN any and all supporting documents to demonstrate that no Liens have been registered.

12. **Changes to the Work.** SFPPN reserves the right at any time to reduce, increase, reschedule or otherwise modify the Work by providing to Supplier a revised Purchase Order and Supplier will continue performance of the Work as so changed and in accordance thereof. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Supplier's obligations under such revised Purchase Order, an equitable adjustment will be made to the price or delivery schedule, or both, if applicable, and the PO will be so modified in writing. If Supplier considers that a change requested by SFPPN justifies a change in the value of the Work, an extension to the delivery schedule, a reduction of any of Supplier's obligations or any other relief or compensation, Supplier shall, as soon as possible, but in any event no later than thirty (30) days following receipt of such change request, notify Supplier thereof. Should Supplier fail to so notify SFPPN within such aforementioned delay, or should Supplier commence implementing the request before giving such written notice, or should Supplier act on the basis of a request given orally, Supplier shall be deemed to have waived any right it may have to claim relief or compensation on the grounds thereof.

13. **Confidentiality.** The provisions of any non-disclosure agreement in force between the Supplier and SFPPN shall apply to all confidential information of SFPPN (the "**Confidential Information**") that could be disclosed in connection herein and in the case no such non-disclosure agreement is in force, the Supplier shall comply with all obligations contained in this paragraph. The Supplier hereby acknowledges that any Confidential Information disclosed hereunder is the exclusive property of SFPPN and acknowledges that any unauthorized disclosure of such Confidential Information may cause SFPPN serious damages. Consequently, the Supplier undertakes to (a) use Confidential Information solely for the purpose for which it was disclosed; (b) restrain from providing access to such Confidential Information to any third party without SFPPN's prior written consent; (c) when disclosure of Confidential Information to a third party becomes necessary, take all necessary actions to protect such Confidential Information and obtain such third party's agreement to receive and use the Confidential Information on a confidential basis under the same conditions contained herein; (d) not, directly or indirectly, copy reproduce, disclose, give access to, circulate or publish Confidential Information and (e) at the term of this Agreement, upon request from SFPPN, return all Confidential Information including the copies it has authorized, without retaining any copy or extract whatsoever.

14. **Intellectual Property Rights.** Each party retains ownership of any and all patents, trademarks, copyrights, industrial or other intellectual property rights or from concepts, products or processes which are developed independently and prior to this Agreement. The parties shall not use, infringe or appropriate such proprietary rights of any other party without the prior written consent of the other party. Intellectual property rights created, made, conceived or otherwise arise which are specified as a part of the Work to be transferred and assigned to SFPPN are and shall remain the exclusive property of SFPPN.

15. **Advertising and Publicity.** Supplier shall not in any manner, announce, declare, communicate, publish or issue any statement mentioning SFPPN or information relative to the Agreement without first obtaining the written consent of SFPPN. Supplier shall cause its employees, officers, agents, representatives, subcontractors, sub-suppliers and suppliers to abide by this restriction. Supplier agrees not to use SFPPN's logos, commercial names or trademarks without obtaining SFPPN's prior written consent.

16. **Termination for Convenience.** SFPPN may terminate this PO at any time for its convenience by written notice in respect of all or part of Work then not furnished and/or performed subject to an equitable adjustment between the parties for Supplier's actual direct costs for work or materials identified in this PO that are completed prior to termination or are in progress at the time of termination and cannot be cancelled. Such adjustment does not apply to Goods which are Supplier's standard stock; nor in any event is Supplier entitled to any compensation or damages for any indirect damage, loss, prospective profits, economic loss or incidental or consequential damages as a result of such termination. Immediately upon receipt of such termination notice, Supplier will discontinue all Work under this PO, discontinue the placing of any further orders for materials, facilities and supplies and make every reasonable effort to procure cancellation (on terms satisfactory to SFPPN) of all existing orders or contracts which Supplier may have made, and will thereafter do only such Work as may be necessary to preserve and protect Work already in progress and any goods and/or equipment related thereto in transit. Payment for Work already completed or in progress of completion at the time notice of termination is received will be equitably adjusted. Such termination by SFPPN does not relieve SFPPN or Supplier from any of their obligations under this PO for Goods or Services previously furnished. Any claim for adjustment by Supplier must be asserted within 30 days from the date of such termination or will be deemed waived.

17. **Termination for Default.** If the Supplier ceases or threatens to cease to conduct operations in the normal course of business, is insolvent, is declared bankrupt, seeks the benefit of any insolvency legislation (or threatens so to do), or is in breach of any obligations hereunder and the Supplier has not remedied such breach within ten (10) days following its receipt of SFPPN's notice thereof, SFPPN may, at its option and without prejudice to any other right or remedy, forthwith terminate this PO. Upon such termination, SFPPN shall be relieved of all further obligations hereunder. Supplier is liable to SFPPN for all costs, expenses and/or damages (including legal fees on a solicitor and his own client

basis) incurred by SFPPN in completing or procuring the completion of this PO in excess of the contract price, including all costs, expenses and/or damages incurred or reasonably anticipated to be incurred by or on behalf of SFPPN directly or indirectly under any warranty relating to Goods and directly or indirectly as a result of any delay in supply and/or completion of Goods, including loss of use, loss of advantage, loss of revenue or profits and economic loss. Nothing but complete performance of this PO by Supplier relieves Supplier of Supplier's obligations to SFPPN under this PO.

18. **Indemnification.** The Supplier shall indemnify and hold harmless SFPPN, its partners, shareholders, subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns from any and all claims, liabilities, actions, losses, damages, costs and expenses (including legal fees and reasonable judicial and extrajudicial fees) caused, directly or indirectly, in whole or in part, by Supplier or those for whom Supplier is responsible, arising out of or in any way connected with Services, Work, Goods, the Supplier's negligent acts or omissions, Supplier's or its agents' violation of law, breach by Supplier of any provision of this PO, or from any failure of or use or misuse in the performance of the same. Without limiting the generality of the foregoing, Supplier shall also indemnify SFPPN against all costs, expenses and damages (including legal fees and reasonable judicial and extrajudicial fees) resulting from claims by third parties that SFPPN's ownership, use or disposition of Goods or Services infringes any rights of such third parties. SFPPN will inform Supplier of any such claim made against it and will cooperate with Supplier as to such claim, but without expense to SFPPN. In the event of any such claim, Supplier will take immediate steps at Supplier's expense to resist such claim and/or procure for SFPPN the right to continue full ownership and use of Goods and Services without additional payment or cost; but in the event Supplier fails so to do, SFPPN may take over and conduct such defence or procure such rights as it sees fit, entirely at Supplier's expense.

19. **SFPPN's Limitation of Liability.** Under no circumstances will SFPPN, its directors, officers and employees be liable to Supplier or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business revenues or profits, work stoppage, downtime costs, loss of use or equipment or facilities, cost of capital, data loss, whether based in contract, warranty, tort, negligence, gross negligence or statute.

20. **Extent.** This PO shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns, as applicable.

21. **Assignment.** Supplier shall not assign or otherwise transfer this PO or any part hereof or any rights, obligations benefits or interest arising hereunder without the prior written consent of SFPPN, which can be withheld at SFPPN's absolute discretion. Any purported assignment by Supplier without SFPPN's prior written consent shall be void. SFPPN may assign, in whole or in part, its rights or obligations under this PO to any person under its control, to a person controlling him or to any other person affiliated to him and undertakes to inform the Supplier within a reasonable time thereafter.

22. **Set off.** In addition to any right of set-off or recoupment provided by law, SFPPN may at any time and without notice set-off claims by Supplier for amounts due or to become due from SFPPN under the PO against claims that SFPPN or any of SFPPN's affiliates have or may have arising out of the PO or any other transaction between SFPPN or SFPPN's affiliates and Supplier or any of Supplier's affiliates.

23. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. Each party hereto attorns to the exclusive jurisdiction of the Courts of the Province of Quebec, judicial district of Québec.

24. **Language.** *Les parties ont convenu que cet accord soit rédigé en anglais.* The parties have agreed that this agreement be drawn up in English.

25. **No Waiver.** Any waiver by SFPPN of any provision of this Agreement must be in writing to be effective. A waiver of any such provision shall not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly stated in writing.

26. **Amendment.** This PO cannot be amended, supplemented or cancelled without SFPPN's prior written consent. This PO may only be amended or modified in a writing stating specifically that it amends these PO Terms and Conditions and which is signed by an authorized representative of Supplier and an authorized representative of SFPPN.

27. **Independent Contractors.** The parties acknowledge that they act as independent contractors and that nothing in the Agreement must be interpreted in a way to alter their status or to create a partnership, joint venture or mandate of any kind between them.Supplier will conduct all operations in Supplier's own name as an independent contractor and not in the name of, or as agent for, SFPPN.

28. **Warranty**. Unless otherwise specified in the Purchase Order, (a) Supplier expressly warrants that (i) the Goods are of good, sufficient and merchantable quality, manufactured in compliance with SFPPN's requirements and specifications contained in the Agreement, if applicable, (ii) the Goods are new and unused and comply with the standards of quality specified in the Agreement, or if no such standards are specified, with those customary in the industry, (iii) the Goods are fit for the purpose or purposes specified, required or intended and free from any defect in design, material, workmanship or title. Supplier will promptly replace and/or reperform at Supplier's expense any defective or damaged Goods which, in SFPPN's opinion, fail to strictly comply with specifications or requirements under this PO or SFPPN may, at its option and on reasonable notice to Supplier, correct such default, failure or damage and Supplier is liable to SFPPN for all costs incurred in so doing. Neither payment for nor inspection, testing or acceptance of any Goods by SFPPN excludes or limits any warranties hereunder or implied by law. Supplier will assign to SFPPN, or enforce for SFPPN's benefit, any warranties obtained from manufacturers or subcontractors. Regardless of whether Services or any part thereof have been reviewed, approved or accepted in any manner, or purported so to be by SFPPN, Supplier warrants and guarantees to SFPPN that Services will conform to the warranties in this section and in any other part of the PO and will be free of defect. All warranties for Work continue in full force and effect notwithstanding any termination of this PO, and will be for a period of 12 months from actual receipt by SFPPN of such Work or the actual, continued use by SFPPN of such Goods, whoever is later. If SFPPN gives Supplier notice of noncompliance pursuant to this section, Supplier shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to SFPPN, and, if applicable, (ii) repair or re-perform the applicable Services. Should any Goods, or Services , be repaired, replaced and/or reperformed or should any previously repaired, replaced and/or reperformed Goods, or Services, be further repaired, replaced and/or reperformed, warranty obligations of Supplier under this PO extend to all such repairs, replacements and reperformance. The warranties set forth in this section are cumulative and in addition to any other warranty provided by law or equity.

PURCHASE ORDER TERMS and CONDITIONS – GOODS and/or SERVICES

(*Forming part of Standard Purchase Order Contract*)

29. **Use of SFPPN property**. Supplier will perform and complete all Services in such manner as to cause a minimum of interference with SFPPN Property, with SFPPN's operations and with the operations of other contractors and personnel on SFPPN Property and will notify SFPPN in writing of any such expected interference as soon as possible following the Supplier becoming aware of such likelihood. Supplier will take all necessary precautions, and will cause its employees, subcontractors, agents, and suppliers to take all necessary precautions, including, without limitation, those required by all laws, by-laws, regulations, codes, and SFPPN's safety and site rules and regulations (including without limitation the policies accessible here : [**INSÉRER LIEN AUX POLITIQUES ICI**]) to protect sfppn Property and all persons and property thereon from damage or injury. SFPPN may require Supplier employees and subcontractors to participate in on-site safety sessions and instructions prior to furnishing of Work. Upon completion of Services, Supplier will leave SFPPN Property clean and free of all tools, equipment, waste materials, debris and rubbish. Any loss or damage to Supplier's, its employee's, agent's or subcontractor's tools or equipment will be Supplier's responsibility and will not be covered by any insurance placed by SFPPN.

30. **Insurance.** Supplier will maintain in good standing such insurance as would be obtained by a prudent supplier providing comparable goods and/or services to Goods or Services in similar circumstances and/or as requested by SFPPN.

PROVISIONS APPLICABLE TO GOODS

31. **Delivery.** All deliveries of Goods shall be planned in accordance with a delivery appointment taken with SFPPN by email pn-magasiniers@sfppn.com, no less than forty height (48) hours prior to the requested delivery. Time is of the essence and delivery shall be on the date specified in the Purchase order as "Date de livraison/Delivery Date" (the "**Delivery Date**"), if any, or as otherwise specified by SFPPN. Supplier shall deliver all Goods to the address specified in the PO as the "Point de Livraison/Delivery Point" (the "**Delivery Point**"), the whole in accordance with the Incoterms stated on the PO (if no Incoterms have been so indicated, DDP (Incoterms 2020) shall apply) during SFPPN's normal business hours or as otherwise instructed by SFPPN. Supplier shall pack all goods for shipment in accordance with SFPPN's instructions or, if there are no such instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition and, in any event, in full compliance with all applicable laws, codes and regulations. Supplier must provide SFPPN prior written notice if it requires SFPPN to return any packaging material. Any return of such packaging material shall be made at Supplier's risk of loss and expense.

32. **Customs Formalities.** Supplier shall provide, when applicable according to the Incoterms as specified in the PO (or in accordance with DDP as stated hereinabove), ten (10) business days prior to the planned Delivery Date, with each shipment of Goods, in relevant quantities and at its cost, packing slips, certificates of conformity, certificates of origin, bills of lading and commercial invoices, as well as any other documents required by customs authorities. All such documents must be in the English language and shall clearly reference the Purchase Order number. SFPPN may refuse the delivery of Goods that are not so accompanied.

33. **Title and Risk of Loss.** The Goods shall be safely and securely packaged for delivery. Risk of loss passes to SFPPN in accordance with the Incoterms stated in the PO or in accordance with DDP (Incoterms 2020) if no such Incoterms were specified as stated herein above. Title shall pass to SFPPN upon complete payment by SFFPN of the Goods.

34. **Goods information.** The Supplier shall provide all OEM part numbers and manufacturer names for all consumable and spare parts..

PROVISIONS APPLICABLE TO SERVICES RENDERED ON PREMISES BELONGING OR OTHERWISE OCCUPIED BY SFPPN

35. **On-site Regulations.** If the Supplier is performing Services on SFPPN's premises or premises otherwise occupied by SFPPN, it shall (and shall ensure that its representatives) comply with all rules, regulations, guidelines or orders communicated from time to time by SFPPN or its representatives to the Suplier, including those relating to safety and security, parking, toilets and non-smoking areas and requirements to register, maintain certification and provide logging information such as time sheets in Cognibox.

36. **Time Sheets.** When Services are being charged on a time and material basis, all time sheets must be submitted for approval to the appropriate person as designated by SFPPN at the frequency required by the latter, and copies of such time sheets shall be remitted to SFPPN. However, SFPPN reserves its right to change such method to complete time sheets by sending to Supplier a prior written notice of at least five (5) days.

37. **Lifting Devices.** All lifting devices brought on Project Site must have current inspection certificates, verifying worthiness, before being used. Operators of such equipment must provide valid operators' certificates.

38. **Tools, Supplies and Equipment.** The Supplier undertakes to provide all tools, supplies and equipment, including health and safety, required for the execution of the Services in accordance with the terms of this Agreement. The Supplier shall obtain proper documentation to exit the work site with any material owned by SFPPN.

39. **Performance of Services.** Supplier will diligently and carefully provide, perform, and complete all Services and other Work required hereunder in a good, professional, and workmanlike manner to SFPPN's satisfaction, and furnish all labour, expertise, advice, supervision, machinery, materials, equipment and supplies necessary therefor - in each case in full compliance with all applicable laws, by-laws, regulations, codes, permits, licences, orders and instructions including, without limitation, all health, occupational safety, employment standards, and related requirements. Supplier shall obtain and maintain at all times during the performance of the Services all necessary licenses and consents for performance of the Services and Supplier is solely responsible at its sole cost and expense for ensuring and will ensure that all employees, subcontractors, and other persons engaged in performing the Services or the Work are, prior to the commencement of performing such Services or Work, properly qualified and in possession of all necessary licenses and certifications, including immigration and other work permits and authorizations (in respect of which work permits and authorizations SFPPN will provide reasonable cooperation and assistance).

40. **Supplier To Be Informed.** Supplier is deemed to have fully inspected and examined the SFPPN property and the means of access thereto, the provisions of this PO, general and local conditions and all other matters, including all applicable laws, which may in any way affect the proper provision and performance of the Work; and Supplier is deemed to have satisfied itself in respect of all matters and things necessary for the full and proper provision and performance of Services and/or the Work.