



SUPPLEMENTARY TERMS & CONDITIONS

ALL PURCHASE ORDERS RELATING TO PLANT UPGRADE

These Terms and Conditions are supplementary to the GMWC Terms and Conditions for all Purchase Orders relating to the tri-party funding from both the Provincial and Federal Government for the TransAqua Upgrade Project. They are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If suppliers have questions regarding any of these Terms and Conditions, they should contact the person soliciting the services/goods.

- 1) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project it participates in for at least six (6) years after the Project Closure Date and that the Recipient has the contractual right to audit them;
- 2) All applicable labour, environmental, and human rights legislation is respected; and
- 3) Infrastructure Canada and RDC, the Auditor General of Canada and Auditor General of New Brunswick, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.
- 4) No authority to represent. Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Infrastructure Canada and/or RDC, or to act as an agent for Infrastructure Canada and/or RDC. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.