

CUSTOMER CONTRACT REQUIREMENTS
Hydrokinetic SFDP Project
CUSTOMER CONTRACT 8315299-BA-01

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Maintenance of Site

Seller shall maintain the Site clear of debris, waste material and rubbish. Seller at its sole cost and expense shall dispose of such debris, waste material and rubbish in accordance with Applicable Law.

Site Security

During the performance of the Work at the Site, Seller shall provide all necessary and reasonably appropriate safeguards at the Site and is responsible for the security of the Site and the protection of the Work.

Safety

Seller shall coordinate the establishment and implementation of an adapted safety program with the *Commission de la santé et sécurité au travail (CSST)*, prior to the beginning of the Construction Work. Seller shall also ensure that the Seller's Subcontractors coordinate all health and safety and accidents prevention meetings with all Subcontractors and other Persons participating in the Project as well as with the competent entities and shall ensure that Buyer is informed of the implementation of the adapted safety program. Such program shall include all requirements imposed with respect to underwater work and high risk construction site by the regulations adopted under the *Act Respecting Occupational Health and Safety*.

Safety Program

Seller shall comply and ensure compliance by all Subcontractors for all Work which is under the supervision or management of Seller, with all requirements of the CSST and of the *Commission de la Construction du Québec (CCQ)*, including payments there under. At any time during performance of any Work in connection with the Project, when requested by Buyer, Seller shall arrange for Buyer to be provided with such evidence of compliance, by Seller and all Subcontractors, with the above requirements.

Business Practices

Seller represents and warrants that, as of the Effective Date, none of it or its representatives have made any payment or given anything of value, and Seller covenants that it will not make any payment or give anything of value, in either case to any government official (including any officer or employee of any Governmental Authority) to influence his, her or its decision or to gain any other advantage for Buyer or Seller in connection with the Work to be performed hereunder. Seller shall follow Seller's Code of Business Conduct and Ethics policy with respect to all of the Work. None of Seller nor any of its employees or agents shall intentionally take any action with respect to this Contract or any of the Work that in any way violates any Applicable Laws concerning corrupt practices. Seller shall immediately Buyer of any violation of this covenant.

HAZARDOUS MATERIALS

Use by Seller

Seller shall not and shall not permit the Seller's Subcontractor's, directly or indirectly, to permit the manufacture, storage, transmission or presence of any Hazardous Materials on the Sites, and Seller shall not and shall not permit any of its Subcontractors to release, discharge or otherwise dispose of any Hazardous Materials on the Site, in each case, except in accordance with Applicable Law.

Remediation by Seller

Without limiting what may constitute a "Change In Law" hereunder, Seller shall have all investigations, studies, sampling, testing and remediation of the Site conducted and completed in connection with the release, discharge or presence of Hazardous Materials brought onto or generated at the Site by Seller the Construction Contracts or any Subcontractor in the course of performing the Work unless such release or discharge is (a) caused by Buyer, or (b) the release or discharge occurs on or after the Final Completion Date. Seller shall promptly comply with all lawful orders and directives of all Governmental Authorities relating to the use, transportation, storage, handling, presence or release by Seller, the Seller's Subcontractors or any Person acting on its or their behalf or under its or their control of any Hazardous Materials brought onto or generated at the Site by any of them, except to the extent any such orders or directives are being contested in good faith by appropriate proceedings in connection with the Work.

Notice of Hazardous Materials.

- (a) **If Seller discovers, encounters or is notified of the existence of any contaminated materials or Hazardous Materials at the Site in the course of performing the Work, Seller shall promptly Notify Buyer thereof and restrict access to the area containing such contaminated materials or Hazardous Materials except where the existence of Hazardous Materials is in accordance with Applicable Law; and**
- (b) **If Seller discovers, encounters or is notified of any spill or Release of any Hazardous Materials at the Site in the course of performing the Work and Seller, the Seller's Subcontractors or any Subcontractor has brought such Hazardous Materials onto such Site or generated such Hazardous Materials, Seller shall promptly have such Hazardous Materials removed from such Site and have the Site remediated in accordance with all Applicable Laws and Applicable Permits (to the extent the Applicable Permits relate to the Work) in each case at Seller's sole cost and expense, except where such materials were released or spilled by the Customer, or Buyer.**

Hazardous Materials Disposal

Seller shall prepare and maintain or, as the case may be, have Seller's Subcontractors prepare and maintain accurate and complete documentation of all Hazardous Materials used by Seller or Subcontractors at the Site in connection with the Project, and of the disposal of any such Substances, including transportation documentation and the identity of all Subcontractors providing Hazardous Materials disposal services to Seller at the Site.