

GENERAL PURCHASE CONDITIONS

The Purchase Order terms and conditions including these general purchase conditions apply to the purchase by Aéroports de Montréal (ADM) of goods and services works herein ("the work") unless otherwise specified in writing by ADM.

1. ACCEPTANCE OF CONDITIONS

The Purchase Order contains the entire agreement between the parties. The Purchase Order terms and conditions including these general purchase conditions will be deemed accepted by the Supplier, upon the earlier of a) Supplier's beginning to perform the work, or b) Supplier's unconditional receipt of any moneys from ADM, or c) Supplier's acknowledgements of the Purchase Order. Any deletions from modifications or additions to the Purchase Order terms and conditions, including these general purchase conditions shall not be binding unless agreed upon in writing by both parties. Unless specifically requested acknowledgement by the Supplier is not required. Foreign Supplier must forward two copies of customs invoices with shipment. All other Supplier must forward delivery note with shipment to address shown for delivery. The Supplier shall inform ADM for every delivery and provide ADM with all informations in order that ADM can follow the goods during shipment. All shipment documentation shall contain a detailed description of the goods that are delivered, all informations necessary to their identification and the Purchase Order number.

2. PRICES, TAXES AND DUTIES

Unless agreed otherwise, the price stated is a fixed price, *DDP Delivery Duty Paid* named place of destination (Incoterms 2010), including any taxes and duties, quoted in Canadian dollars and including without limitation all charges and expenses of Supplier, freight and insurance checking, packing, marking, boxing and cartage. Any and all applicable taxes and duties shall be set out separately.

3. SHIPMENT

Any shipment released prior to the delivery date shown on the Purchase Order and not in accordance with the ADM's shipping instructions shall, at ADM's option, be returned to the original shipping point or received and stored by ADM and the supplier shall pay all costs incurred in relation thereto by way of deduction from the Purchase price. ADM also reserves the right upon failure to comply with shipping instructions or error in delivery to withhold any and all payments due or owing to the Supplier hereunder.

4. TIME IS THE ESSENCE IN THE EXECUTION OF SUPPLIER'S OBLIGATIONS HEREIN.

5. INSPECTION AND TESTING

If the Purchase Order, ADM's instructions, laws, ordinances or any public authority require any work to be inspected, tested or approved, the Supplier shall give ADM advance notice of its readiness for inspection and if the inspection is by an authority other than ADM, Supplier shall notify such authority and ADM that the work is ready for inspection. Inspection or re-inspection of any portion of the work or of the work related thereto may be ordered by ADM at any time during the work and until the end of the Warranty Period as defined herein. The Supplier shall uncover or otherwise expose the questioned work for inspection. If such work is found to be in accordance with the contract, ADM shall pay the costs of exposing the questioned work, and of the inspection, re-inspection and restoration. If such work is found to be not in accordance with the contract, the Supplier shall pay such costs.

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6. CHANGES IN THE WORK

ADM may, from time to time, make changes in the work without invalidating this Purchase Order. The changes in the work may cause an adjustment in the time schedule. In the event of such changes, the Purchase Order price or delivery schedule may be adjusted by agreement between ADM and the Supplier. If, in the Supplier's opinion, any change will involve a charge in the price or the time schedule, the Supplier shall promptly give ADM written notice thereof before proceeding to execute the changed work. The Supplier will not proceed without written authorization having been given by ADM and claims by the Supplier for work performed without such authorization will not be valid.

7. TERMINATION FOR ADM'S CONVENIENCE

ADM has the right to cancel this Purchase Order in whole or in part at any time upon notice in writing to the Supplier. In such case, delivery shall be accepted of all work completed prior the notice of cancellation. The provisions of this clause are without prejudice to the rights and recourse of ADM if deliveries of work or parts thereof are in arrears.

8. COMPENSATION

ADM may, at any time, set off any debt owed by the Supplier to ADM against any sum which ADM may owe to the Supplier or any guarantee it has provided to ADM under this Agreement.

9. OPEN BOOKS

The Supplier shall account separately for the cost of the work in accordance with Canadian generally accepted accounting principles and practices. The Supplier shall retain all the account books and registers and the documents relating to this Agreement, and any document which served in the preparation of its proposal, for three (3) years after final acceptance of the work. At ADM's request, the retention period shall be extended.

The Supplier shall make available to ADM, upon written request, all the account books and registers and all the documents relating to this Agreement. ADM may audit and copy all the vouchers. In addition, the Supplier shall ensure, upon written request, that all the Subcontractors will make available to ADM all the account books and registers and all the documents relating to this Agreement. ADM may audit and copy all the vouchers.

10. TITLE AND RISK

Title to the work under this Purchase Order (free of all damages, liens, claims or encumbrances) and risk of loss shall pass from the Supplier to ADM upon receipt by ADM *DDP Delivery Duty Paid* named place of destination (Incoterms 2010) unless otherwise agreed in writing.

11. WARRANTY

Supplier expressly warrants that all work delivered under this Purchase Order will conform to any sample and any specifications, drawings of other description furnished or referenced to by ADM and will be fit and sufficient for the intended purpose of ADM and be of first class and merchantable quality, of the highest standards performance and free from defects in design, materials and workmanship. The Supplier will, at his own expense, repair or replace, *DDP Delivery Duty Paid* named place of destination (Incoterms 2010) any defective work or parts thereof, which are found to be defective during a period of twenty-four (24) months from the delivery date or twelve (12) months from the date of the final acceptance of the work by ADM, whichever period ends first (the "Warranty Period"). The Supplier further guaranties the work against all latent defects and against eviction of the whole or any part of said work. These warranties do not limit or restrict, in any way, any additional warranties available to ADM under law.

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12. PATENT AND TRADE MARK

Supplier warrants that all merchandise delivered and services performed hereunder and the manufacture, sale and use thereof will not infringe any patent, copyright or trademark and that the Supplier will, at his own expense, defend, indemnify and hold harmless ADM, its successors, assignees and customers from and against all claims, demands, actions and liability arising out of such infringements.

13. GENERAL INDEMNITY

Supplier covenants and agrees to be responsible for and to indemnify and save harmless ADM and ADM's customers from and against all loss, liability, cost and expense (including legal fees) connected with all personal injury including death and damage to property arising out of any act or omission of the Supplier, its employees, agents or subcontractors.

14. CONFIDENTIALITY

Information, which is designated by ADM as confidential, shall be held in strict confidence by the Supplier and shall not be disclosed except upon written authorization of ADM and upon such terms and conditions as ADM may specify. All documents provided to the Supplier by ADM are deemed to be ADM's property and could not be used for other purposes than the present Purchase Order, unless otherwise agreed in writing by ADM.

15. COMPLIANCE

Supplier warrants that all goods delivered hereunder shall be in strict compliance with all applicable codes, standards, laws and regulations and Supplier shall indemnify and hold harmless ADM and its customers from and against all loss, liability and fines arising of the Supplier's failure to so comply.

16. HAZARDOUS PRODUCTS

The Supplier shall inform itself and comply with the governmental regulatory scheme known as "The Workplace Hazardous Material Information System" (WHIMS) and all federal and provincial statutes and regulations associated thereto. The Supplier shall advise ADM of any and all hazardous products, processes and/or chemicals to be delivered to ADM. Up to date Material Safety Data Sheets for these products shall accompany their shipment *DDP Delivery Duty Paid* named place of destination (Incoterms 2010) and shall be available at all times to ADM for review. In the event that the Supplier fails to comply with these provisions, ADM reserves the right at its option, to terminate the Purchase Order and to return all work to the Supplier and all costs in relation thereto shall be for the Supplier's account.

17. GOVERNING LAW

The Purchase Order terms and conditions including these general purchase conditions shall be interpreted according to the laws of the Province of Québec.

18. ENVIRONMENTAL CLAUSE

In fulfilment of its obligations under the terms of the present contract, the supplier and its subcontractors declare that applicable government regulations (federal, provincial and municipal) with respect to environmental protection and conservation will be observed in accordance with the Aéroports de Montréal (ADM) Environmental Policy, a copy of which is available on our Web site.

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In the event of an accidental spill or discharge of any substance that is infectious, toxic or harmful to the environment (“Contamination”), caused by the supplier or its subcontractors while carrying out activities at the airport under this contract, the supplier must immediately advise ADM and commence as soon as possible any necessary cleanup, decontamination, removal, disposal and/or remedial action, and must comply with, where applicable, any directives contained in environmental laws issued with respect to said Contamination, entirely at its own expense and to ADM’s satisfaction. In addition, the supplier will assume the costs of any emergency procedure required and any environmental audit report requested by ADM before and/or after the decontamination.

The supplier guarantees that it will compensate ADM and hold it harmless for any costs, losses, claims, demands, legal actions, damages, penalties or liabilities that ADM might sustain or incur because of said Contamination.

ADM may decide at any time to carry out the decontamination, cleanup and/or remediation work itself, at the supplier’s expense.

The two (2) parties agree that acceptable environmental protection practices by the supplier and its subcontractors are a condition of this contract. A supplier that has not fulfilled its environmental obligations may be considered to be in default of the present contract.

N.B.: These conditions are subject to change at any time without prior notice.