

GENERAL TERMS & CONDITIONS

ENGINEERING SERVICES

1. APPLICABILITY: The General Terms and Conditions form part of every contract between Mammoet and the Client that involves engineering consulting services or performing route and feasibility studies. No terms and conditions of any kind and under any name whatsoever that the Client employs and/or to which the Client refers, shall apply and all such terms and conditions are hereby expressly excluded by Mammoet. The Agreement to complete engineering services shall be comprised of the Proposal and the General Terms and Conditions. In the event of conflict between the General Terms and Conditions and the content of the Proposal, the stipulations of these General Terms and Conditions shall take precedence.

2. DEFINITIONS:

"Agreement": the Proposal and the General Terms and Conditions;

"Client": the person or entity that enters into an Agreement with Mammoet concerning the Services;

"Contractor": the person(s), entity, and/or entities engaged by Client to perform some or all of the Work or Client in the case Client is self-performing the Work;

"Documentation": the material, drawings, specifications (including technical specifications), designs, calculations, models, prototypes and other documents, that are or will be made available by one Party to the other Party concerning and/or in connection with the Work;

"General Terms and Conditions": these terms and conditions;

"Mammoet": means either Mammoet Canada Eastern Ltd. or Mammoet Canada Western Ltd. as specified in the Proposal;

"Parties": Mammoet and the Client together;

"Party": Mammoet or the Client;

"Place of Work": means the designated site or location of the Project.

"Product": the engineering concept, drawings, studies or other results that are produced by Mammoet in performing the Services;

"Project" means the total endeavour contemplated in this Agreement of which the Services may be a part;

"Proposal": the document identifying the scope of services to be provided by Mammoet along with associated fees and reimbursable expenses to be paid by Client;

"Services": means those services that are identified in the Proposal;

"Specifications": the agreed requirements established for the Product as further defined in the Proposal;

"Work" means the construction and/or related services to be provided by Contractor for the Project.

3. MAMMOET'S RESPONSIBILITIES: Mammoet's engineers are bound by the legislation governing the engineering profession in the Place of the Work. Nothing in the Agreement requires Mammoet's engineers to derogate from obligations prescribed by law that are binding upon Mammoet's engineers. Mammoet will provide the Services in accordance with the Agreement and with the degree of care, skill, and diligence normally provided by engineers in the performance of comparable services in respect of projects similar in nature to that contemplated under the Proposal. Mammoet will not be responsible for: (a) the performance of the Work by the Contractor or for the failure of Contractor to properly perform the Work; (b) the control, direction, or supervision, construction methods, means, techniques, sequences, or procedures of the Contractor; (c) the acts or omissions of any other consultants or engineers engaged by the Client; (d) the acts or omissions of the Contractor; (g) defects in equipment, material or supplies, even if specified or recommended by

Mammoet; (f) safety precautions and programs required in connection with the Work or general site safety at the Place of Work; (h) to make exhaustive or continuous on-site reviews; (i) inaccuracy or incompleteness of any records, information, or data furnished by Client; or (j) inaccuracy or incompleteness of records, information, data or specifications furnished by a third party including without limitation governmental authorities, public utilities, manufacturers, or suppliers. Mammoet may provide estimates of probable time requirements or cost of the Work. The parties agree that such estimates are subject to change and are contingent on a variety of factors over which Mammoet has no control. As such, Mammoet does not guarantee the accuracy of such estimates or represent that time or cost for performance of the Work will not vary from such estimates.

4. CLIENT RESPONSIBILITIES: Client will promptly fulfill all of its responsibilities and keep Mammoet fully informed of Client's requirements so as not to impede Mammoet's orderly performance of the Services. Client will, upon notice, make available to Mammoet all information or data Mammoet deems pertinent and required to perform the Work. Client will, upon notice, directly engage the services of a specialist, on whom the parties will jointly agree, to provide information or to provide ancillary services that are necessary to enable Mammoet to carry out the Services. Should Client not provide in a timely manner the information required by Mammoet to perform the Work or not accept the request of Mammoet to engage a specialist, Mammoet will be entitled, at its option, to terminate the Agreement in accordance with Article 11(a) or be relieved of any responsibility for the consequences of the Client's decision not to provide the information or to engage a specialist. Client will promptly consider any requests by Mammoet for directions or decisions and will diligently inform Mammoet of its direction or decision within a reasonable time so as not to delay the Services. Client shall provide Mammoet with free and unimpeded access to the Place of Work or other required locations to enable performance of the Services. Client will designate in writing an individual to act as its representative who will have full authority to transmit instructions to and receive information from Mammoet. Client will promptly notify Mammoet in writing whenever Client or any of its representatives become aware of any defects or deficiencies in the Services, the Documentation, or the Product. Client will obtain any approvals, licenses, and permits from any governmental authorities required for performance of the Services.

5. PAYMENT: Mammoet will issue monthly invoices to Client. All sums due in respect of the Services shall be payable within thirty (30) days after the date of Mammoet's invoice. Payments outstanding after this period of thirty (30) days shall bear interest at the rate of twenty four per cent (24%) per annum, calculated and compounded monthly. Payment must be made, without any deduction or settlement or withholding of any kind whatsoever, to the bank account indicated by Mammoet, unless agreed otherwise between the Parties. Payments by the Client to Mammoet shall not be contingent upon the Client receiving payments from third parties, including the Client's client. In the event of the Client's failure to pay, all costs and expenditure (including all the costs of legal assistance, both legal and extralegal) incurred by the Mammoet in connection with collecting the amount owed.

6. USE, TITLE AND CONFIDENTIALITY: Client's Documentation will serve as the basis for carrying out the Services. Client shall make the Documentation considered necessary by Mammoet available in good time and free of charge. The Client guarantees that the Documentation is accurate, complete and correct. The Client shall at all times be and remain liable for and hold Mammoet harmless from the consequences of any inaccuracy, errors, omissions or lack of clarity in the Documentation. In performing the Services, Mammoet will exercise the standard of care, skill and diligence required by

customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services are performed. Mammoet guarantees that the Product will be in accordance with the Specifications. Intellectual property rights in the Documentation shall remain with the Party that made the Documentation available. The Product is the property of Mammoet, whether used in execution or not. Mammoet reserves the copyright therein and in any work executed therefrom. Client is entitled to keep a copy of the Product for its records. Mammoet retains ownership of all patents, trademarks, copyrights, industrial designs or other intellectual property rights resulting from the Services or from concepts, products, or processes which are developed or first reduced to practice by Mammoet in performing the Services. Client will not use, infringe or appropriate such proprietary rights without the prior written consent and compensation of Mammoet. Provided that the Client has fulfilled its obligations in accordance with the Agreement and insofar as the intended purpose does not conflict with the stipulations of the Agreement, Client will have a non-exclusive license to use the Product for the life of the Project. The Product is based on Mammoet's current state of the art in technology, engineering concepts and material. A third party may not rely on any part or all of the Product, but must investigate for itself the possibilities, limitations or circumstances that in its opinion are relevant to the operational use of the Product. The Product is intended solely for preparing for operational execution by Mammoet, unless otherwise agreed to by the parties in writing. The Parties will keep the Documentation and the Product strictly confidential, unless agreed otherwise. Should Client use the Product for purposes other than in connection with the Project or provide it to third parties without Mammoet's prior written consent, Mammoet will be entitled either to compensation for such improper use or to equitable remedies to prevent such improper use (without the need to post a bond or prove damages), or to both. Client will indemnify Mammoet against claims and costs (including legal costs) associated with such improper use. In no event will Mammoet be responsible for the consequences of any such improper use.

7. LIABILITY: The Client releases Mammoet from any liability and agrees to defend, indemnify and hold Mammoet harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Mammoet. The total amount of all claims the Client may have against Mammoet under the Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Mammoet for the Services or \$500,000. No claim may be brought against Mammoet more than one (1) year after the cause of action arose. Mammoet's liability with respect to any claims arising out of the Agreement shall be absolutely limited to direct damages arising out of the Services and Mammoet shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets. The Client shall indemnify Mammoet, and its respective sub-contractors, directors and personnel, against all claims, costs, and liabilities from third parties that exceed the liabilities listed above.

8. INSURANCE: Mammoet shall maintain, continuously from the commencement of the Services until completion or termination of the Services, professional liability insurance with coverage in the amount of \$250,000 per claim and \$500,000 in the aggregate within any policy year.

9. CHANGES: Client shall be entitled to request that Mammoet change the scope of the Services or the Specifications of the Product. Mammoet shall promptly provide a revised quote which identifies

changes in compensation and schedule attributable to the proposed change. Any such changes will be agreed to by the parties in writing. Mammoet shall be permitted without penalty to refuse to carry out any instruction which would conflict with professional standards or be outside Mammoet's area of expertise. The Client shall compensate Mammoet, in accordance with its stated rates, for delays, suspensions, and changes that are not attributable to Mammoet. If no such rates have been agreed, or if those rates are not applicable, the compensation shall be established by mutual agreement of the parties acting equitably and reasonably.

10. DELAY AND SUSPENSION: Mammoet is entitled to suspend (including partly) its obligations under the Agreement if the Client is in default in fulfilling one or more of its obligations under the Agreement, or has stopped fulfilling one or more of its obligations under the Agreement, including payment of any amount due by virtue of the Agreement, without any prior notification or notice of default being required. If the scope and/or progress of the Services is delayed and/or suspended as a result of circumstances that are not caused by Mammoet, Mammoet shall be entitled to compensation and an extension of time.

11. TERMINATION: Each Party shall be entitled to cancel and/or terminate the Agreement with immediate effect, without being obliged to pay any compensation to the other Party, under any of the following circumstances: (a) if the other Party is in default and continues to be so after the Party that is in default has been called upon to rectify the default and five working days have passed without the default being rectified (thereby complying with the summons/notice of default); or (b) if the other Party is declared bankrupt, applies for or obtains suspension of payment (including provisionally), or in any other way loses free control of its company or its equity, without any prior notification being necessary.

12. APPLICABLE LAW AND JURISDICTION: Any Proposal and the resulting Agreement to which these terms and conditions apply, and all further Proposals and further Agreements that arise from them, shall be governed and interpreted exclusively by Ontario law. All disputes that arise in connection with the Agreement shall be brought before a Court of competent jurisdiction in Toronto, Ontario to the exclusion of other courts.

13. SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Mammoet.

14. DISPUTE RESOLUTION: If requested in writing by Mammoet, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if requested by Mammoet, the dispute shall be referred to arbitration pursuant to laws of Ontario.