

**Cleantek/Apollo**  
**Purchase Order Terms & Conditions**  
**(“Terms and Conditions”)**

1. **Interpretation:** For the purposes of these Terms and Conditions: (a) any reference to “CLEANTEK/Apollo” shall mean Cleantek Industries Inc. and all of its subsidiaries, including but not limited to Apollo Energy Services Corp. and Apollo Lighting Solutions Inc.; (b) any reference to “Supplier” shall mean such individual or entity listed as a “Supplier” in the related purchase order(s) (each, a “PO”); and (c) any reference to “Agreement” shall mean, collectively, these Terms and Conditions, any related PO (including any such additional terms and conditions contained in such PO), the CLEANTEK/Apollo policies and procedures, and any specifications, service levels, or instructions provided by CLEANTEK/Apollo to Supplier.<sup>1</sup>
  2. **Supplier’s Obligations:** Supplier shall supply and/or perform, as applicable, the goods and services identified in the PO, including all labour, personnel, supervision, administration, equipment, supplies, tools and such other materials reasonably necessary in the performance of such services (collectively, the “Goods and Services”) in accordance with the terms of this Agreement, applicable law, good industry practice and in a safe, professional, prompt, efficient, skillful, diligent and good workmanlike manner in accordance with methods, standards, practice and diligence employed by leading companies in the field or industry to which the Goods and Services relate. The Goods and Services are to be supplied and/or performed, as applicable, at the location(s) and by the delivery date(s) set forth in the PO. Supplier shall maintain records and provide regular reports to CLEANTEK/Apollo in connection with the supply and/or performance of the Goods and Services, such reports including conformity with the service levels and specifications identified to Supplier, the application of any service level payments identified in the PO in the event of non-conformity, and any other information requested by CLEANTEK/Apollo. Supplier shall at all times keep the jobsite clean and free from accumulation of waste or materials caused by its operations. Upon satisfactory completion of the supply and/or performance of the Goods and Services, Supplier shall, at its own cost, ensure that the jobsite is in a neat, tidy and safe condition. If Supplier fails to do so, CLEANTEK/Apollo may conduct any necessary clean-up activities and charge the cost of such activities to Supplier.
  3. **Supplier’s Personnel:** All personnel supplied by Supplier, including subcontractor personnel, shall be competent, qualified by education, training, experience, and as required by applicable law and in all other respects, shall be capable of carrying out the tasks to which each is assigned. Supplier shall ensure that all of Supplier’s personnel, and those of its subcontractors’ personnel, who are engaged in the supply and/or performance of the Goods and Services are registered for workers’ compensation coverage in accordance with the statutory requirements of the Province of Alberta or other applicable law.
  4. **CLEANTEK/Apollo’s Obligations:** CLEANTEK/Apollo shall pay to Supplier the Price (as defined below) for the Goods and Services, subject to the terms and conditions of this Agreement.
  5. **Inspection of Goods and Services:** All Goods and Services supplied and/or performed by Supplier are subject to inspection and approval by CLEANTEK/Apollo; provided that neither inspection, failure to inspect, nor approval of all or any portion of the Goods and Services will relieve Supplier of any of its obligations under this Agreement. In the event all or any portion of the Goods and Services are found by CLEANTEK/Apollo not to be delivered or performed in accordance with this Agreement, including, without limitation, such Goods and Services do not meet the applicable service levels or specifications, CLEANTEK/Apollo may, in its sole discretion, reject such Goods and Services; provided, however that CLEANTEK/Apollo may accept and use such portion of the Goods and Services as may serve CLEANTEK/Apollo’s purpose and such acceptance and use shall not be deemed an acceptance of the remainder of the Goods and Services, nor prejudice CLEANTEK/Apollo’s right to reject the remainder of the Goods and Services. Supplier shall pay for all expenses in connection with the unpacking, inspection, repacking and shipping of any and all rejected Goods and Services. Any and all rejected Goods and Services shall be satisfactorily corrected by Supplier, at its sole cost, including by way of replacement, refund or credit to CLEANTEK/Apollo.
  6. **Acceptance of Goods and Services:** Payment by CLEANTEK/Apollo of any amount due to Supplier shall not be deemed to be acceptance by CLEANTEK/Apollo of the Goods and Services, or to be a waiver by CLEANTEK/Apollo of any of the rights that CLEANTEK/Apollo may have against Supplier under this Agreement, including any claim CLEANTEK/Apollo may have at that time or thereafter.<sup>2</sup>
  7. **Price:** The price for the Goods and Services (the “Price”) is the amount stated on the PO in the currency indicated thereon. The Price is firm and inclusive of all applicable taxes, duties, tariffs, fees, levies or charges (such as shipping, packaging, labeling, storage, insurance, boxing or crating charges) of any kind. Supplier shall comply with all applicable laws and regulations relating to the collection and remittance of any taxes and Supplier shall defend, indemnify, and hold harmless CLEANTEK/Apollo from and against all claims, costs, penalties and interest which may be assessed against CLEANTEK/Apollo in respect thereof. Supplier warrants that the amount which will be invoiced in connection with the Goods and Services is the Price unless otherwise agreed between CLEANTEK/Apollo and Supplier in writing.
  8. **Invoices:** Upon completion of the supply and/or performance of the Goods and Services, Supplier shall submit a complete and correct invoice containing the following information to CLEANTEK/Apollo at the email address specified in the PO: (a) the PO number, (b) the Price (including the currency of the same); (c) the amount of goods and services tax and any other applicable sales tax (collectively, “GST”) payable in respect of such invoice; (d) Supplier’s tax registration numbers under the *Excise Tax Act* (Canada); (e) time deadlines for acceptance of Supplier discounts, if applicable; and (f) any other information reasonably required by CLEANTEK/Apollo (each, an “Invoice”). In the event that Supplier does not invoice CLEANTEK/Apollo for GST, Supplier shall indicate on the Invoice the basis upon which Supplier is exempt from the obligation to collect GST. The PO number shall also be included on all other relevant documentation in connection with the Goods and Services, including, without limitation, packing slips and bills of lading.
  9. **Payment:** CLEANTEK/Apollo shall pay undisputed Invoices or such undisputed portion thereof within sixty (60) days from the date on such Invoice. Supplier shall accept all payments electronically. CLEANTEK/Apollo shall return disputed Invoices to Supplier within sixty (60) days from the date on such Invoice with an explanation of its dispute. CLEANTEK/Apollo and Supplier shall use commercially reasonable efforts to settle such dispute, and following such settlement, the applicable party shall pay to the other party the settled amounts within sixty (60) days from the date of settlement. CLEANTEK/Apollo shall have the right to withhold payment to Supplier in respect of the following: (a) amounts in connection with a disputed Invoice until such dispute is settled; (b) amounts which are required to be held back and remitted or paid to a third party pursuant to applicable law; and (c) costs incurred by CLEANTEK/Apollo as a result of Supplier’s acts or omissions, willful misconduct or breach of this Agreement, including third party claims. CLEANTEK/Apollo shall not be liable for any cost to Supplier as a result of withholding as specified herein. CLEANTEK/Apollo reserves the
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right to audit Invoices against Supplier's reports and to perform independent verification. In the event that any amount is due to CLEANTEK/Apollo by Supplier, CLEANTEK/Apollo shall have the right of set-off against Supplier for such amount, whether such amount arises pursuant to the PO or any other contract between CLEANTEK/Apollo and Supplier. Notwithstanding any provision in an Invoice to the contrary, no interest will be paid by CLEANTEK/Apollo on overdue accounts.

10. **Changes and Cancellations:** CLEANTEK/Apollo may, in its sole discretion, amend or terminate this Agreement, in whole or in part, at any time upon written notice to Supplier. Upon termination, CLEANTEK/Apollo shall pay Supplier for the Goods and Services satisfactorily supplied and/or performed prior to the date of termination, less an amount equal to the sum of any monies already paid to Supplier.<sup>3</sup>
  11. **Warranty:** Supplier warrants to CLEANTEK/Apollo that: (a) Supplier has full and unrestricted title to the Goods and Services, and is supplying and/or performing the Goods and Services free and clear of all liens, privileges, encumbrances, claims, security interests, charges, restrictions, reservations, mortgages, attachments, garnishments or other similar interests of any kind (collectively, "Liens"); (b) the Goods and Services are supplied and performed by appropriately certified or ticketed personnel, including, for goods supplied hereunder, appropriately certified or ticketed personnel for their required assembly; (c) the Goods and Services are being supplied and/or performed in strict conformity with the specifications, drawings, design or other descriptions provided by CLEANTEK/Apollo and are fit for the particular purpose intended; and (d) the Goods and Services are free of defects (whether patent or latent), including defects of title, design, workmanship and material. Any Goods and Services that do not comply with this warranty shall, at CLEANTEK/Apollo's sole option, either be replaced or repaired by Supplier or returned to Supplier for refund. This warranty is in addition to all other express or implied warranties given to CLEANTEK/Apollo by Supplier or its agents.
  12. **Liens:** If any Lien is registered, filed or attached to the Goods and Services, the jobsite or the delivery point(s) identified in the PO, Supplier shall promptly procure its release and indemnify and hold harmless CLEANTEK/Apollo and all of their respective directors, officers, employees, agents, consultants, contractors and subcontractors from any and all claims incidental to such Lien, including any and all costs incurred by CLEANTEK/Apollo to discharge or satisfy the Lien. This provision will not operate to deprive Supplier of statutory lien rights that may arise in the event of non-payment by CLEANTEK/Apollo.
  13. **Insurance:** Supplier shall obtain and maintain, and cause its subcontractors to obtain and maintain, at Supplier's sole expense and for the duration of the term of this Agreement, all reasonable insurance coverage with reasonable limits of coverage, including without limitation commercial general liability insurance, public liability insurance, automobile liability insurance and workers compensation insurance (collectively, the "Insurance Policies"). **[All Insurance Policies shall: (a) include CLEANTEK/Apollo as an additional insured with respect to the obligations assumed by Supplier pursuant to this Agreement; (b) be considered primary and not excess to any insurance policies carried by CLEANTEK/Apollo; and (c) contain a waiver of subrogation rights which the insurers might have against CLEANTEK/Apollo and all of their respective directors, officers, employees, agents, consultants, contractors and subcontractors.]** Upon request by CLEANTEK/Apollo, Supplier shall deliver to CLEANTEK/Apollo certificates of insurance reflecting all of the Insurance Policies. Should Supplier and/or a subcontractor receive a cancellation or termination notice from its insurer, Supplier shall notify CLEANTEK/Apollo within thirty (30) days of such notice.
  14. **Risk of Loss:** Title to the Goods and Services shall pass from Supplier to CLEANTEK/Apollo, free and clear of all Liens, when the Goods and Services have been accepted by CLEANTEK/Apollo in accordance with the terms of this Agreement. Supplier shall be solely responsible for and shall bear any and all risk of loss or damage until acceptance of such Goods and Services by CLEANTEK/Apollo.
  15. **Liability and Indemnification:** Supplier is liable to and shall indemnify, defend and hold harmless CLEANTEK/Apollo and all of their respective directors, officers, employees, agents, consultants, contractors and subcontractors from and against all claims, demands, actions, proceedings, losses, damages, costs and/or expenses (which may include, without limitation, legal fees on a solicitor and his own client basis) arising out of or in connection with: (a) a breach of this Agreement; or (b) any act or omission of Supplier, its employees, agents, representatives, consultants or subcontractors with respect to the Goods and Services, except to the extent attributable to the negligence or willful misconduct of CLEANTEK/Apollo.
  16. **Compliance:** Supplier has obtained, or shall obtain in a timely manner, and maintain, at its sole cost, all permits, licences, approvals, consents, and other authorizations under all applicable laws, regulations, ordinances, orders, codes and standards (including health and safety) of any federal, provincial, state, or municipal authority having jurisdiction necessary in connection with the supply and performance of the Goods and Services. Supplier shall ensure such compliance with the foregoing by its agents, employees and subcontractors and their respective employees and agents. Supplier acknowledges it has been provided with the opportunity to review CLEANTEK/Apollo's policies and procedures. Supplier shall supply in printed form all relevant product safety and health information that pertains to all Goods and Services, and shall ensure that all goods supplied hereunder comply with certification standards.
  17. **Ownership of Drawings and Designs:** CLEANTEK/Apollo shall own any documents including specifications, drawings, or designs supplied by CLEANTEK/Apollo, or produced by Supplier for CLEANTEK/Apollo, with respect to the Goods and Services.<sup>4</sup>
  18. **Confidentiality:** Each of CLEANTEK/Apollo and Supplier shall keep confidential and prevent the unauthorized disclosure of information disclosed by the other party on any verbal, visual or written medium which is confidential by its nature, including, without limitation, technical, commercial, financial, marketing, operational or strategic information related to the business of such party, and including the terms of this Agreement and any supporting documentation in connection therewith, whether or not it is marked confidential or restricted ("Confidential Information"). The receiving party shall protect the Confidential Information from disclosure to third parties using the same degree of care that it uses for its own most confidential information; provided, however, that Supplier may disclose Confidential Information to Supplier's employees, subcontractors and consultants participating in the supply and/or performance of the Goods and Services who have a need to know such Confidential Information to perform such work and who have been informed of and agree to observe the terms of this Agreement relating to Confidential Information. Supplier shall be responsible for any breach of this Section 18 by any of its employees, subcontractors or consultants. Neither CLEANTEK/Apollo nor Supplier shall use the other party's Confidential Information for any purpose whatsoever except for the supply and/or performance of the Goods and Services. Supplier shall not use CLEANTEK/Apollo's name for the purposes of advertising, press releases, promotion or solicitation without the prior written consent of CLEANTEK/Apollo.
  19. **Survival:** The obligations of Supplier which by their nature are intended to survive the satisfactory completion of the supply/performance of the Goods and Services or termination of this Agreement shall survive notwithstanding the expiration or termination of this Agreement.
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20. **General:** To the extent that any portion of this Agreement is found to be wholly or partially unenforceable, such portion shall be severed from this Agreement and shall not affect the enforceability of the balance of this Agreement. No delay or omission by CLEANTEK/Apollo in exercising any right or remedy shall constitute a waiver of such right or remedy or prejudice the right of CLEANTEK/Apollo to enforce such right or remedy at any subsequent time. Supplier is an independent contractor and nothing herein shall be construed to constitute Supplier, or its sub-contractors or sub-suppliers, as an employee, agent, representative, partner or joint venturer of CLEANTEK/Apollo. Nothing herein shall be construed to create an exclusivity in favour of Supplier unless expressly set out in the PO. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between CLEANTEK/Apollo and Supplier and take precedence over any other understandings or communications, oral or written, with respect to the Goods and Services, including, without limitation, any Supplier terms and conditions or any other terms and conditions contained in any Supplier PO; provided, however, that if a master agreement exists between CLEANTEK/Apollo and Supplier to govern the supply of the Goods and Services identified in any such PO, the terms and conditions of such master agreement shall prevail and apply to such Goods and Services. This Agreement will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. Supplier acknowledges that these Terms and Conditions may be updated by CLEANTEK/Apollo from time to time without notice to Supplier and Supplier agrees to review them regularly.