TAM International LP

1020-606 Spadina Crescent East
Saskatoon, Saskatchewan,
Canada S7K 3H1

Tel: (306) 978-6850
Fax: (306) 978-6855
Toll Free: (866) 978-6850

TAM International LP

TAM Quote Terms and Conditions

v2027

ARTICLE I. INTERPRETATION

Section 1.01 Definitions

In these Terms, capitalized words have the meaning of the corresponding word on the Quote Sheet to which these Terms apply, unless otherwise defined herein. The following words, terms and expressions have the following meanings:

(a) "**Applicable Laws**" means (i) any law, statute, decree, constitution, regulation, order, sanction, judgment or other directive of any applicable Governmental Entity; (ii) any treaty, pact, compact, or other agreement to which any Governmental Entity is a signatory or party; and (iii) any amendment or revision to the foregoing;

(b) "**Business Day**" means a day other than a Saturday, Sunday or recognized statutory holiday in the Province of Saskatchewan, Canada;

(c) "**Customer**" means the entity identified as Customer on the Quote Sheet to which these terms apply;

(d) "**Event of Force Majeure**" has the meaning given to this expression in Section 11.01;

(e) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, purporting to have jurisdiction over the Goods, the Transportation Services, the Transportation Support Services or any other matter related to the Quote Documents on behalf of any nation, province or state, or other geographic or political subdivision thereof, and including also the United Nations and the European Union;

(f) "**Loading Plans**" has the meaning given to this expression in Section 2.02(a);

(g) "**Loss**" or "**Losses**" means any and all claims, demands, losses, liabilities, damages, obligations, payments, fines and penalties, costs and expenses, including accrued interest thereon, and the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and lawyers' fees and disbursements in connection therewith;

(h) "**Party**" means either Customer or TAM and "**Parties**" means both Customer and TAM;

(i) "**Permits**" means any temporary and/or permanent permits, approvals, licenses, notices, customs documents, certificates, inspection fees, surcharges and other approvals required for the performance of any Transportation Services under the Quote Documents;

(j) "**Person**" means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or other entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Entity;

(k) "**Quote Sheet**" means the TAM quote sheet to which these Terms apply;

(l) "**Quote Documents**" means all of the Quote Sheet, any Schedules attached to the Quote Sheet, and these Terms;

(m) "**Recipient**" means the Person or facility set forth in a Delivery Request to which Goods are to be delivered hereunder;

(n) "**Regulatory Action**" means any order, direction, investigation, demand or any action taken or threatened by a Governmental Entity;

(o) "**TAM**" means the TAM entity that has issued the Quote Sheet to which these Terms apply;

(p) "**TAM Group**" means TAM and its affiliated companies and their respective representatives, contractors, subcontractors and agents, but does not include any Transporters or other entities that TAM contracts with in its capacity as agent for the Customer pursuant to Section 2.03;

(q) "**Terms**" mean these Terms and Conditions;

(r) "**Transportation Equipment**" has the meaning given to this expression in Section 2.02(b) and as further described in the Quote Sheet;

(s) "**Transportation Services**" has the meaning given to this expression in Section 2.03, and as further described in the Quote Sheet;

(t) "**Transportation Support Services**" has the meaning given to this expression in Section 2.02 and as further described in the Quote Sheet; and

(u) "**Transporter**" means any Person providing the Transportation Services, or any part of the Transportation Services, including any third-party transportation service provider with whom TAM or the Customer contracts or subcontracts with respect to any Transportation Services under the Quote Documents.

Section 1.02 Headings

The division of these Terms into Articles and Sections, and the insertion of headings are for convenience of reference only and will not affect the interpretation of these Terms.

Section 1.03 Expanded Meanings

In the Quote Documents:

(a) words importing the masculine gender include the feminine and neuter genders, the singular includes the plural and vice versa, unless the context requires otherwise;

(b) where the word "including" or "includes" is used, it means "including (or includes) without limitation";

(c) the language used is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party;

(d) a reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation;

(e) in any case in which a number of days is prescribed, such number of days shall be determined exclusive of the first day and inclusive of the last day and if such last day is not a Business Day, the next following Business Day shall be substituted.

Section 1.04 Entire Agreement and Amendments

The Quote Documents together contain all the terms of the mutual understanding and agreement between the Parties with respect to the subject matter of the Quote Documents. Any modification, alteration, or amendment of the Quote Documents, or waiver of any provision, which is not in writing and duly executed by both Parties, will be entirely without effect.

Section 1.05 Governing Law and Jurisdiction

The Quote Documents shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Saskatchewan and of Canada as applicable therein, and the Parties expressly exclude any conflict of law rules that might result in the laws of any other jurisdiction governing this transaction.

Section 1.06 Relationship Between the Parties

TAM (and for greater clarity, any Person in TAM Group) shall perform all work under the Quote Documents as an independent contractor. TAM is not and shall not be considered an employee, agent, subagent or servant of Customer for the purposes of the Quote Documents or otherwise, save and except that TAM is the agent of Customer in relation to Transportation Services as set out in Section 2.03. TAM shall have the exclusive right to control the Transportation Support Services performed under the Quote Documents. Nothing in the Agreement shall be construed as (i) creating a partnership or joint venture between Customer and TAM (and/or TAM Group); (ii) giving Customer a duty to supervise or control the acts or omissions of any Person performing services or work under the Quote Documents; or (iii) deeming or designating TAM as an "operator" of a "nuclear installation" under the *Nuclear Liability and Compensation Act* (Canada) or any other applicable statutes or regulations in Canada. Except as expressly set out in the Quote Documents, TAM is not responsible for any legal obligation (including statutory and regulatory) that Customer may have in relation to the Goods or any aspect of their handling, storage, or transportation.

ARTICLE II. SERVICES

Section 2.01 Quote Validity

Unless TAM expressly agrees otherwise, the Quote Documents and their Pricing and other terms and conditions are valid and binding on TAM only if the Customer has accepted them in writing and without exception, reservation or amendment prior to the expiration of the Quote Validity Period set out in the Quote Sheet or, if no validity period is set out, within 30 days of the Quote Date.

Section 2.02 Transportation Support Services

TAM shall provide to Customer the Transportation Support Services that the Customer requests pursuant to the Quote Documents, on the terms and conditions set forth in the Quote Documents. The "**Transportation Support Services**" shall generally include one or more of the following, and as may be further specified in the Quote Sheet or a Schedule:

(a) Arranging and procuring the development and supply by qualified professionals of in-container and container packing, lashing and loading plans required to prepare the Goods for pick-up and transportation (the "**Loading Plans**");
(b) Arranging and procuring the supply of trailers, containers, racks, lashing gear, materials, machinery and other supplies that the Customer requires to implement the Loading Plans (hereinafter collectively referred to as the "**Transportation Equipment**");
(c) Arranging and coordinating delivery of Transportation Equipment to the Pick-up Facility or as otherwise directed by Customer;
(d) Arranging and procuring from vendors or qualified service providers such training and instructions as the Customer requires in relation to its implementation of the Loading Plans and use of the Transportation Equipment (the "**Instructions**");
(e) Arranging, managing and supervising the Transportation Services, including communication, coordination and contracting with Transporters and other entities, all as Customer's agent pursuant to Section 2.03;
(f) Providing ongoing coordination, advice, support and assistance with respect to the transportation of the Goods;
(g) Reporting, gathering information, and investigating any accident, loss, damage, leak, escape or other incident involving any of the Goods in relation to any Transportation Services;
(h) Arranging and providing support to obtain Permits pursuant to Section 4.03; and
(i) Any associated other services as the Parties hereto may from time to time agree.

Customer hereby authorizes TAM as Customer's agent to perform all Transportation Support Services on behalf of and for the benefit of the Customer, including without limitation to arrange and procure supplies and services including Loading Plans, Transportation Equipment, Instructions, and Permits.

Section 2.03 Carriage and Transportation Services for the Goods

Customer hereby authorizes TAM as Customer's agent to arrange, manage and supervise all Transportation Services for the Goods on behalf of and for the benefit of Customer, including all communication, coordination and contracting with Transporters, the Pick-Up Facility, the Destination, the Recipient, and applicable Governmental Entities having jurisdiction, in relation to the provision of Transportation Services. The "**Transportation Services**" shall generally include the following, and as may be further specified in the Quote Sheet or a Schedule:

(a) Ground, ocean, air and rail transport, as applicable, of the Goods from the Pick-up Facility to the Destination; and
(b) Loading, unloading, transfer, handling, storage, inspection, logistical support, and customs clearance of the Goods from and including the Pick-up Facility to the Destination.

Section 2.04 Scheduling and Conditions of Shipments

The Parties shall coordinate their respective activities and obligations to cause the Shipment to occur in accordance with the routing, schedule and procedures set out in the Quote Sheet, subject to the following conditions at the time the Shipment is to proceed:

(a) The Transporters being available and able to perform their portion of the Transportation Services;
(b) No changes from the Quote Date to Applicable Laws that would impact the Transportation Services or the Transportation Support Services;
(c) Proposed routes being available;
(d) All Permits required for the Shipment are in place, including export and import permits;
(e) Customer has timely completed all loading, packaging and preparation of Goods in accordance with the requirements of these Terms; and
(f) Weather, safety, road, and sea conditions (as applicable) are suitable to proceed.

If these conditions are not met at the time the Shipment is to proceed, the Shipment shall not proceed, and TAM shall have no liability to Customer for the Shipment.

Section 2.05 Cancellation, Postponement and Redirection

If Customer cancels, postpones or redirects a Shipment at any time after authorizing the Quote, including also if a Shipment is unable to proceed as set out in Section 2.04, Customer shall be responsible to pay (i) the cancelation fee(s) set out in the Quote Sheet, but (ii) if the Quote Sheet does not set out a cancelation fee, then any costs and expenses that TAM has already incurred or incurs as a direct result of such cancellation, postponement or redirection, at cost plus an administration mark-up of ten percent (10%). TAM shall consult with Customer and use reasonable commercial efforts to mitigate any costs associated with the cancellation, postponement or redirection and any resulting rescheduling of the Shipment.

Section 2.06 Transportation Equipment

Upon Customer's request, TAM shall procure and arrange Transportation Equipment that:

(a) conforms with the specifications of the Loading Plans,
(b) is in compliance with Applicable Laws and all Permits necessary to transport the Goods on the routes on which TAM

Group has made arrangements as part of the Transportation Services;

(c) is in good, transport-worthy and safe operating condition; and

(d) is delivered to the Customer clean.

Section 2.07 Keeping Customer Informed

As part of the Transportation Support Services, TAM shall:

(a) keep Customer informed of, and make available to Customer, all pertinent information relating to the progress of the Transportation Support Services and the Transportation Services;

(b) ensure that the Shipment is tracked throughout the performance of the Transportation Support Services and the Transportation Services and shall identify the location of the Shipment, upon request by Customer;

(c) advise Customer promptly of any development threatening or impeding the Transportation Support Services or the Transportation Services from being performed in a timely manner; and

(d) advise Customer promptly of any request, or any declared intention, by a Governmental Entity to inspect the Goods.

Section 2.08 Standard of Performance

TAM shall cause the Transportation Support Services to meet all Applicable Laws and recognized standards for such services.

Section 2.09 Interruption of Delivery of Goods

In the event that (i) the Goods cannot be picked up or are picked up but cannot be delivered within the time schedule for delivery designated in the Delivery Schedule, for any reason including Force Majeure or a change in Applicable Laws, or (ii) the Goods need to be stored for a short period, TAM shall promptly notify Customer. In such instance, TAM and Customer shall jointly determine, together with the applicable Transporter or other Person then having care and control of the Goods, an alternate delivery location or arrangements for temporary storage of the Goods. If the Goods cannot be delivered or need to be temporarily stored due to events beyond TAM Group's reasonable control, Customer will reimburse TAM for all reasonable costs and expenses resulting from any such interruption of delivery, including without limitation the reasonable costs of the Transporter and of storage and handling of the Goods. Any request for reimbursement by TAM shall be accompanied by documentation reasonably necessary to substantiate the requested reimbursement.

ARTICLE III. PRICING AND RATES

Section 3.01 Pricing, Rates, Surcharges and Carriage Charges

(a) Customer agrees to pay TAM for the Transportation Support Services and Transportation Services in accordance with the Pricing and rates set out in the Quote Sheet, subject to any adjustment pursuant to the Quote Documents.

(b) Pricing is based on rates and fuel and other surcharges in effect on the Quote Date. Pricing will be adjusted for any changes in rates and surcharges that occur subsequent to the Quote Date. Without limiting the foregoing, FSC, CAF, BAF, DGC, LSS and other surcharges are included at the rate in effect on the Quote Date and will be adjusted at the time of shipment.

(c) Except for as expressly stated otherwise in the Quote Sheet, any costs incurred in connection with carriage terms, including without limitation demurrage and detention, as well as any unanticipated or unidentified costs or expenses beyond the reasonable control of TAM, shall be for the Customer's account.

Section 3.02 Bill of Lading

The Shipment shall be evidenced by one or more bills of lading issued by a Transporter responsible for providing Transportation Services for the Shipment.

Section 3.03 Invoicing and Payment

Customer shall remit payment of any invoice issued in connection with the Shipment or this Quote within the deadlines and payment terms set out in the Pricing section of the Quote Sheet, and if there are no such terms then within the deadline stated in the invoice, and otherwise the invoice is payable upon receipt. Any amount payable that is not paid when due will bear interest at an annual rate of 20%, calculated and compounded monthly.

Section 3.04 Taxes

The Customer shall be responsible for paying and remitting all federal, state, provincial and other Government Entity taxes, levies, duties or assessments of every nature due in connection with the Goods, the Transportation Services and the Transportation Support Services (except for any taxes levied upon the net income of TAM). In the event TAM pays or remits any such taxes, levies, duties or assessments, the Customer shall reimburse TAM for any such amounts.

Section 3.05 Currency and Exchange

Unless otherwise expressly stated in the Quote Sheet, all amounts and sums of money payable hereunder will be paid in lawful money of the United States and all Pricing, rates and other sums of money referred to in the Quote Documents are expressed in terms of US dollars based on exchange rates in effect on the Quote Date, and subject to adjustment for the exchange rates in effect at the time of shipment.

ARTICLE IV. PROCEDURES

Section 4.01 Pick-Up and Access

While at the Pick-up Facility, all Persons in TAM Group shall comply with Applicable Laws, and with the directions of the Pick-up Facility's employees with regard to any policies and procedures established by the operator of the Pick-up Facility for site and occupational health and safety requirements. if communicated to TAM a reasonable time and method prior to or during attendance at the Pick-up Facility.

Section 4.02 Unloading

At the Destination, the Goods will be unloaded from the Transportation Equipment by the Recipient. While at such facility, all Persons in TAM Group shall comply with Applicable Laws, and with the directions of the Recipient's employees with regard to any policies and procedures established by the Recipient for site and occupational health and safety requirements, if communicated to TAM a reasonable time prior to or during attendance at the Destination.

Section 4.03 Permits

(a) TAM shall obtain, maintain and pay for, as part of the Transportation Support Services, all Permits required by Applicable Laws in order for TAM (either directly or through any Person in TAM Group) to provide the Transportation Support Services in accordance with these Terms. Customer shall cooperate with TAM and shall take all necessary actions in obtaining and complying with the terms of such Permits and any related Applicable Laws. Customer shall reimburse TAM for the costs and fees incurred in the course of all Permit applications and processes, except for the fees for pre-existing Permits held by TAM which are included in the fees payable to TAM for Transportation Support Services.

(b) Customer shall obtain, maintain and pay for all Permits for the activities for which Customer is responsible under these Terms, including any applicable license(s) to export the Goods under the jurisdiction where the Pick-up Facility is located and any applicable license(s) to import the Goods under the jurisdiction where the Destination is located. As part of the Transportation Support Services, TAM shall cooperate (and shall cause any other Person in the TAM Group to cooperate) with Customer and shall take all necessary actions in obtaining and complying with the terms of such Permits and any related Applicable Laws, and shall make reasonable efforts to arrange and obtain any cooperation required from any Transporters in connection with the foregoing.

(c) Each Party shall be liable for all fines or civil penalties that may be imposed by any Governmental Entity for any violations of Permits or any Applicable Laws resulting from the activities of such Party pursuant to these Terms; neither Party shall be liable for, nor shall such Party be required to reimburse the other Party, for payment of such fines or civil penalties resulting from the activities of such other Party unless the breach of these

Terms by one Party results in the other Party contravening the Applicable Laws.

ARTICLE V. ALLOCATION OF RISK

Section 5.01 Packaging and Classification of Goods for Shipment

(a) Customer shall classify the Goods prior to pick up by the Transporter at the Pick-up Facility and shall be responsible for inspecting, consigning and verifying the accuracy of all safety marks, placards and any shipping documentation relating to the Goods and ensuring that all such Goods, during and upon completion of loading of the Goods, for transport follow the requirements imposed upon Customer under Applicable Laws. For determination of such compliance, TAM is entitled to rely upon the classification of the Goods by Customer and will also have access to any information in possession of Customer reasonably necessary for assessing such compliance.

(b) Customer shall load, package and label the Goods (for example, in drums) individually, as well as in containers, flatracks, trailers, and such other devices and appliances as applicable, all in accordance with the Loading Plans , the Instructions, and any specifications and procedures set out therein, and shall be responsible for verifying that the packaging, during and upon completion of loading of the Goods, is sufficient and meets the Shipment schedule and requirements under Applicable Laws and any other standard for shipping Class 7 material and/or the Goods. Without limiting the foregoing, TAM's obligations herein and the Pricing and rates set out in the Quote Sheet assume that the means and methods of packaging and labelling of the Goods comply with the requirements of applicable international and national regulations, including as applicable:

   i. Container weight limits in the road regulations of the jurisdictions where the Goods will be transported by road;
   ii. IAEA Draft Safety Guide DS496, Revision to SSG-26 (Advisory Material for the IAEA Regulations for Safe Transport of Radioactive Material);
   iii. IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units (CTU Code);
   iv. US - 49 CFR 393 Subpart I—Protection Against Shifting and Falling Cargo;
   v. Europe - BS EN 12195-1:2010, Load restraining on road vehicles – Safety; and
   vi. Canada - Canadian Council of Motor Transport Administrators (CCMTA) National Safety Code (NSC) Standard 10.

(c) Upon attendance at the Pick-up Facility, TAM shall have full access to and shall have a right to conduct its own inspection of all safety marks, placards and any shipping documentation relating to the Goods, as well as the packaging of the Goods. The conduct or completion of any such inspection by TAM shall not limit or diminish Customer's responsibility under Section 5.01(a) and (b).

Section 5.02 Risk of Loss and Damage to Equipment and Personnel

(a) Except only to the extent directly caused or contributed to by a negligent act or omission of TAM or its directors, officers, or other persons for whom TAM is in law responsible, Customer shall bear all risk of loss and damage to any equipment, materials and supplies owned, hired, leased or used by any Person in Customer, including the Transportation Equipment, and any other items arranged or procured by TAM for or for the benefit of Customer in the performance of Transportation Support Services pursuant to section 2.02, and all risk of loss, damage, injury or harm to any Person in Customer or any third party. The cost of replacing, transportation of and maintenance of such equipment, materials and supplies (including Transportation Equipment and other items arranged or procured by TAM) is solely Customer's responsibility.

Section 5.03 Risk of Loss and Damage to the Goods

(a) As between TAM and the Customer, Customer shall bear the risk of loss or damage to the Goods throughout the delivery of the Shipment.

(b) TAM shall not be responsible for any Loss resulting from a failure of any Transportation Equipment including the individual packaging of the Goods (for example, in drums) or the stowage and securing of the Goods in the trailers or containers, except only to the extent such failure of Transportation Equipment including individual packaging of the Goods or the stowage and securing of the Goods in the trailers or containers is directly caused by a TAM negligent act or omission in its performance of the Transportation Support Services. Customer shall indemnify and hold harmless the TAM Indemnitees from and against all Losses, which may be imposed upon or incurred by or asserted against the TAM Indemnitees or any of them as a result of a failure of such Transportation Equipment or any other packaging, stowage or securing of the Goods not related to TAM's performance of the Transportation Support Services.

Section 5.04 Third Party Supplies and Services

TAM shall make commercially reasonable efforts to pass through to the Customer at Customer's cost the benefit of any guarantees, warranties, or other promises or benefits obtained from third party providers of supplies and services arranged or procured in the course of performing Transportation Support Services, including without limitation Loading Plans, Transportation Equipment, Instructions, and Permits. TAM makes no warranties, express or implied, in relation to any such supplies or services. Nothing in this Agreement shall be construed so as to imply, infer or confer any such warranty for the benefit of Customer or any third party, or to imply, infer or impose liability on TAM for any claims or Loss arising in relation to such supplies or services.

ARTICLE VI. ACCIDENTS

Section 6.01 Accidents; Complaints

TAM shall promptly report to the Customer all injuries, accidents and other mishaps associated with the activities under the Quote Documents upon becoming aware of same, including those caused by an act or omission of any Person in TAM Group, except to the extent, directly or indirectly, caused or contributed to by an act or omission of Customer. TAM shall promptly notify all appropriate Governmental Entities of any accidents resulting from the activities performed under the Quote Documents. After notifying the relevant Governmental Entities, TAM shall promptly thereafter report to a Customer representative by telephone. TAM shall also assist with compiling any documentation or reports requested by Customer or the relevant Governmental Entities and shall provide timely updates to Customer relating to investigations pertaining to such incident. TAM shall fully cooperate, and shall cause any Person in TAM Group or their employees or agents to fully cooperate, with any investigation conducted by or on behalf of Customer.

Section 6.02 TAM Group's Personnel

TAM shall ensure that all Persons engaged in the Transportation Support Services shall, where applicable:

(a) be appropriately licensed or trained to perform any service pertaining to handling, operating, using or inspecting Transportation Equipment;

(b) cooperate with Customer's directions in regards to the timing, precise loading location and coordination of the pick up and delivery of the Goods;

(c) have both training in the transportation of dangerous goods as required by and in accordance with Applicable Laws and any other specific training as may be required by TAM and Customer;

(d) for any drivers providing Transportation Support Services, be able to show proof of current qualifications as required by Applicable Laws;

(e) verbally report to TAM promptly following any incident or accident involving the Goods or any Transportation Equipment being used to transport the Goods; and

(f) comply, at all times, with Applicable Laws.

Customer will assist, if requested by TAM, with training in regard to product familiarization, use of spill kits or other elements of training.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01 Customer's Representations and Warranties

Customer hereby represents and warrants to TAM that:

(a) *Duly Organized and Qualified to do Business.* it is duly (i) organized and validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, and (ii) qualified to transact business in all national and subnational jurisdictions where such qualification is required for it to perform its operations and activities hereunder.

(b) *Authorization to Perform.* it has duly executed and delivered the Quote Documents which constitute legal, valid and binding obligations of Customer enforceable in accordance with their terms.

(c) *Bankruptcy.* There are no bankruptcy, insolvency, receivership, seizure, liquidation or other similar proceedings pending or threatened against Customer or being contemplated by it.

(d) *Necessary Permits Obtained.* It has obtained all authorizations, Permits, orders or consents of, and made all declarations, registrations or filings with, any Governmental Entity required for the valid execution and delivery of the Quote Documents and the performance of the Transportation Services and TAM's operations and activities hereunder.

(e) *No Conflict with Applicable Laws, etc.* Neither the execution or delivery by it of the Quote Documents, the performance by Customer of its obligations hereunder, nor the fulfillment by Customer of any of the terms and conditions hereof: (i) conflicts with, violates or results in a breach of any Applicable Laws or Permit; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, Governmental Entity, or any agreement or instrument, to which Customer is a party or subject to or by which Customer or any of its properties or assets are bound or constitutes a default thereunder.

(f) *Compliance with Applicable Laws.* It (i) is not in violation or default of any Governmental Entity law, ordinance, rule, regulation, order, judgment or determination to which it is subject; and (ii) has not failed to obtain any approval, license, permit, registration, consent, or other Governmental Entity authorization which violation or failure to obtain would materially adversely impair its ability to perform its obligations under these Terms.

Section 7.02 TAM's Representations and Warranties

TAM hereby represents and warrants that:

(a) *Duly Organized and Qualified to do Business.* It is duly (i) organized and validly existing as a limited partnership in good standing under the laws of Manitoba, and (ii) qualified to transact business in all national and subnational jurisdictions where such qualification is required for it to perform its operations and activities hereunder.

(b) *Authorization to Perform.* It has duly executed and delivered the Quote Documents which constitute legal, valid and binding obligations of TAM in accordance with their terms.

(c) *Bankruptcy.* There are no bankruptcy, insolvency, receivership, seizure, liquidation or other similar proceedings pending or threatened against TAM or being contemplated by it.

(d) *Necessary Permits Obtained.* It has obtained all authorizations, Permits, orders or consents of, and made all declarations, registrations or filings with, any Governmental Entity required for the valid execution and delivery of the Quote Documents and the performance of the Transportation Support Services and TAM's operations and activities hereunder (including, for greater clarity, the Transportation Support Services and those operations and activities of any Person in TAM Group), except only those items which of necessity must be obtained subsequent to the execution and delivery of these Terms.

(e) *No Conflict with Applicable Laws, etc.* Neither the execution or delivery by TAM of the Quote Documents, the performance by TAM of its obligations hereunder (whether performed directly or through another Person in TAM's Group), nor the fulfillment by TAM of any of the terms and conditions hereof: (i) conflicts with, violates or results in a breach of any Applicable Laws or Permit; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, Governmental Entity, or any agreement or instrument, to which TAM is a party or subject to or by which TAM or any of its properties or assets are bound or constitutes a default thereunder.

(f) *Compliance with Applicable Laws.* It (i) is not in violation or default of any Governmental Entity law, ordinance, rule, regulation, order, judgment or determination to which it is subject; and (ii) has not failed to obtain any Permit, registration, consent, or other Governmental Entity authorization which violation or failure to obtain would materially adversely impair its ability to perform its obligations under these Terms.

ARTICLE VIII. INSURANCE

Section 8.01 Insurance to be Obtained and Held by TAM

TAM agrees to obtain at its own expense and hold from the Quote Date until the Transportation Services and the Transportation Support Services are completed, the following insurance with limits and specifications not less than that shown in the respective items:

(a) *General Liability Insurance.* General liability coverage for liability arising from bodily injury, including death, and damage to the property of others, and including also automobile liability coverage for all non-owned and hired automobile equipment that is operated by TAM or the TAM Group in respect of this Quote, with a limit of not less than five million Canadian Dollars (CDN $5,000,000) per occurrence; and

(b) *Employers' Liability*. Register and maintain in good standing t with the Workers' Compensation Board of Saskatchewan.

Section 8.02 Insurance to be Obtained and Held by Customer

Customer agrees to obtain at its own expense and hold from the Quote Date (except for the cargo insurance and the other insurance coverages required for the Transportation Services, which shall be obtained not later than the date the Goods are picked up from the Pick-Up Facility) until the Transportation Services and the Transportation Support Services are completed, the following insurance with limits and specifications not less than that shown in the respective items:

(a) *General Liability Insurance*. General liability coverage for liability arising from bodily injury, including death, and damage to the property of others, and including also automobile liability coverage for all non-owned and hired automobile equipment that is operated by Customer in respect of this Quote, with a limit of not less than five million Canadian Dollars (CDN $5,000,000) per occurrence;

(b) *Cargo Insurance*. Insurance covering loss or damage to the Goods having a limit of not less than the declared value or fair market value of the Goods, whichever is greater, plus the values of freight and insurance;

(c) *Transportation Services.* Any insurance coverages that are stated to be the responsibility of the shipper or owner of the cargo in the contracts for Transportation Services or the carriage documents issued in connection with the Transportation Services;

(d) *Property*. Coverage for any property of Customer, to the full value of such property; and

(e) *Employers' Liability*. Coverage for employers' liability and occupational health and safety applicable in the jurisdiction or

jurisdictions where Customer carries on business, including without limitation any applicable workers' compensation and employers' liability insurance requirements, and if there is no such mandatory regime then workers' compensation and employers' liability insurance coverage in an amount not less than two million United States dollars (USD $2,000,000.00) covering Customer and all of its personnel.

Section 8.03 General Provisions Applicable to the Foregoing Insurance

(a) *Additional Insureds.* Each policy required to be obtained by TAM or Customer shall name the other Party as an additional insured for all coverage provided by this insurance. In addition, Customer will add any Transporter identified by TAM as an additional insured on each policy required to be obtained by Customer.

(b) *Waiver of Rights of Subrogation.* Each policy required to be obtained by TAM or Customer shall provide for the waiver of all rights of subrogation against the other Party and any Transporters, if added as additional insureds, and their respective directors, officers, employees, agents and representatives.

(c) *Cross Liability and Severability of Interests.* Each policy required to be obtained by TAM or Customer shall provide for cross-liability coverage and have a severability of interests clause which states or means that except with respect to coverage limits, insurance applies to each insured as though a separate policy were issued to each, thus allowing for a claim by one insured against another insured.

(d) *Primary Coverage.* Each policy required to be obtained by TAM or Customer shall be primary to any coverage which the other Party and its directors, officers, employees and representatives may elect to obtain for their own account.

(e) *Deductibles.* Any deductible specified in the insurance policies described in this Article VIII shall be paid by the party at fault; provided, however, if there is more than one party at fault, such deductible shall be paid by such parties in proportion to their degree of fault.

(f) *Certificates of Insurance.* Upon request by a Party, the other Party shall provide certificates of insurance that evidence that insurance required herein is in full force and effect.

(g) *Notice of Change of Coverage and Policy Cancellation.* The coverage and deductibles provided by TAM and Customer's insurance policies shall not be terminated without providing at least thirty (30) days prior written notice to the other Party, if such change would affect the coverage required in accordance with these Terms.

(h) *Endorsement to Carry Nuclear or Radioactive Materials.* Each policy required to be obtained by TAM or Customer shall contain endorsements to permit TAM or any other Person in TAM Group (as applicable) to transport nuclear and radioactive materials or shall not contain an exclusion that does not permit TAM or any other Person in TAM Group to transport nuclear and radioactive materials. Such insurance shall also not exclude coverage for incidents involving nuclear or radioactive material.

ARTICLE IX. INDEMNIFICATIONS

Section 9.01 General Indemnification by TAM

Subject to Sections 10.02 and 10.03 of these Terms, TAM shall indemnify and hold harmless the Customer and its the Customer and its directors, officers, employees, representatives and/or agents (together, the "**Customer Indemnitees**") from and against all Losses, which may be imposed upon or incurred by or asserted against the Customer Indemnitees or any of them by reason of actual or alleged:

(a) injury or death to Persons (including employees or agents of the TAM Group and/or one or more of the Customer Indemnitees) to the extent caused by the negligent acts or omissions or willful misconduct of a member of the TAM Group or their respective directors, officers, employees, representatives and/or agents (together, the "**TAM Indemnitees**"); or

(b) violation of any Applicable Laws by TAM Indemnitees,

provided, however, the indemnity shall not apply to the extent any claim is wholly or partially attributable to an act or omission arising out of the negligence or willful misconduct of any of the Customer Indemnitees.

Section 9.02 General Indemnification by Customer

Subject to Sections 10.2 and 10.03 of these Terms, Customer shall indemnify and hold harmless the TAM Indemnitees from and against all Losses, which may be imposed upon or incurred by or asserted against the TAM Indemnitees or any of them by reason of actual or alleged:

(a) Injury or death to Persons (including employees or agents of one or more of TAM Indemnitees);

(b) damage to property of any Person;

(c) damage to the natural environment, including land, air or water; or

(d) violation of any Applicable Laws by the Customer Indemnitees;

provided, however, the indemnity shall not apply to the extent any claim is wholly or partially attributable to an act or omission arising out of the negligence or wilful misconduct of any of the TAM Indemnitees.

Section 9.03 Contribution

In case of joint, concurrent or contributory negligence of the Parties giving rise to a loss or claim against either or both, each Party shall have full rights of contribution against the other Party.

ARTICLE X. DEFAULTS AND REMEDIES

Section 10.01 Events of Default

Except in cases where the provisions of Article XI (Force Majeure) applies, if and whenever a Party (the "**Defaulting Party**" with the other Party being referred to herein as the "**Non-Defaulting Party**"):

(a) fails to pay any amount due hereunder when due and such failure continues for a period of 15 days after receipt of a written notice from the Non-Defaulting Party advising of such breach and specifying that these Terms may be terminated if such breach is not cured;

(b) fails to cure any other material breach of these Terms that is capable of being cured within a period of 30 days after receipt of a written notice from the Non-Defaulting Party advising of such breach and specifying that these Terms may be terminated if such breach is not cured;

(c) has made a representation or warranty, as contained in Article VII, that is untrue in any material respect as of the time made;

(d) commences or has commenced against it a case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law, or admits in writing its inability to pay its debts generally as they become due, or takes corporate action in furtherance of any such action, or makes or attempts to make an assignment for the benefit of its creditors;

(e) institutes any proceedings for the cessation of its business or corporate existence; or

(f) has any Governmental Entity or other third party seize, expropriate or confiscate all or a substantial part of its property or assets;

then the Non-Defaulting Party may at its option terminate these Terms from and after the effective date of exercising such option. If the Non-Defaulting Party wishes to exercise this option, it shall do so by delivering a written notice to Defaulting Party. Exercise of such option by the Non-Defaulting Party is without prejudice to any other rights or remedies that the Non-Defaulting Party may have at law or in equity as a result of such breach by the Defaulting Party.

Section 10.02 General Limitation of Liability

Notwithstanding any other provision in these Terms, neither Party will be responsible to the other whether in contract, tort (including negligence), or otherwise for any incidental, special, economic, indirect or consequential damages arising out of or in connection with the performance or non-performance of its obligations under these Terms, including loss of profits, lost use of facilities or costs of capital. This Section does not limit TAM's right to claim all amounts payable under these Terms for the Transportation Services, Transportation

Support Services and any other amounts expressly payable by Customer under these Terms.

Section 10.03 Liability Cap

Subject to Section 10.02 above, the total liability of either Party for all claims of any kind, whether based upon contract, tort (including negligence), warranty or otherwise, or for any loss, damage or other liability arising out of the performance or non-performance of its obligations under the Quote Documents will not exceed the greater of (i) the proceeds of insurance available for liabilities for which an insurance policy described in Article 8 responds; or (ii) **[CDN $1,000,000]**. Nothing in this Agreement will be construed so as to limit any defence or limitation of liability available to TAM or the TAM Group under statute, common law or international convention.

ARTICLE XI. FORCE MAJEURE

Section 11.01 Definition of Event of Force Majeure

For purposes of the Quote Documents, an "**Event of Force Majeure**" means an event that prevents, materially impairs or delays the performance by a Party (the "**Affected Party**") of its obligations under the Quote Documents, other than its obligations to pay any amounts due thereunder when due, which event is beyond the reasonable control of the Affected Party to avoid or prevent. Events of Force Majeure may include acts of God, natural disasters, fires, explosions, floods, storms, public health emergencies, pandemics and epidemics; strikes, lockouts, work slowdowns, work stoppages and other labour disputes; war, sabotage, riots, insurrections, acts, omissions, orders or regulations of any civil or military authority or government or public health authority or any agency thereof; legislation and regulations, judgements or decisions of a court of law or other authority with the force of law, the inability to obtain or maintain any necessary Permits in any applicable jurisdiction; major equipment failure, power failures, failures in performance and disruptions in operations and agreements with third parties including Transporters.

Section 11.02 Effect of Event of Force Majeure

Notwithstanding anything else in the Quote Documents, an Affected Party may declare an Event of Force Majeure by delivering written notice to the other party setting out reasonable particulars of the event and its anticipated effect on the Affected Party's performance hereunder, whereupon the Affected Party's performance of its affected obligations (including also the corresponding obligations of the other Party) will be suspended for the duration of such Event of Force Majeure. The Affected Party shall (i) use commercially reasonable efforts to mitigate or overcome the Event of Force Majeure; and (ii) provide further written updates from time to time on its efforts to mitigate and overcome the Event of Force Majeure and anticipated timelines to resume performance of its affected obligations. If the Affected Party is unable to resume its affected obligations within three consecutive months after the date such obligation was to have been originally performed, then either Party may cancel all remaining obligations under these Terms by giving written notice to the other. Other than the right of termination in the preceding sentence, neither Party will have a claim for damages or specific performance or have any other right of action against the other Party as a result of the Event of Force Majeure, provided however that each Party will continue to be liable to pay any amount accruing or accrued payable by such Party for all obligations actually performed hereunder.

ARTICLE XII. DISPUTE RESOLUTION

Section 12.01 Arbitration Procedure

(a) Any dispute that arises under the Quote Documents may be referred by either Party for resolution by final and binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules, except that disputes involving a value of less than $1,000,000 USD shall be administered in accordance with ICDR Canada's Canadian Expedited Procedures, before a single arbitrator. The place of arbitration shall be Saskatoon, Saskatchewan or such other place as may be agreed upon by those involved in the arbitration, and the language of the arbitration shall be English.

(b) The decision of the arbitrator shall be rendered in writing with all reasonable expediency, and will not be subject to appeal to, or review, by certiorari or otherwise, by any court or tribunal whatsoever, provided however, that any Party may take any action in any court of competent jurisdiction to enforce such decision.

(c) The arbitrator's costs and expenses shall be borne by the Parties in such proportions as the arbitrator may determine to be appropriate and the Parties shall pay the costs and expenses incurred in any such proceeding as may be awarded by the arbitrator.

ARTICLE XIII. MISCELLANEOUS

Section 13.01 Notices

All notices, invoices, requests, demands or other communications by the terms hereof required or permitted to be given by a Party to the other Party shall be given in writing by personal delivery or registered mail, postage prepaid, or by email, addressed to the other Party or delivered to the other Party at the address or email (as applicable) given on the Quote Sheet, and it shall be deemed to be sent and received at the time it is received by the recipient.

Section 13.02 Confidentiality

(a) The Parties shall treat the Quote Documents as confidential, and neither Party shall, without the prior written consent of the other Party, disclose their contents or any other information provided to the other Party pursuant to the Quote Documents (collectively, "**Confidential Information**") to any Person except that, on a confidential basis:

  (i) each Party may disclose Confidential Information to affiliates, agents and any of their respective boards of directors, legal advisors, auditors and lending institutions;

  (ii) TAM may disclose Confidential Information to advisors, agents and Subcontractors as may be necessary to carry out its duties under the Quote Documents.

(b) Notwithstanding the foregoing, a Party may disclose Confidential Information if disclosure is required to comply with Applicable Laws or if such Party is required by the rules of a stock exchange to make timely disclosure of developments. However, such disclosing Party shall provide the other Party with prompt notice of any such requirement so that the other Party may seek an appropriate protective order or other appropriate remedy. In any event, such disclosing Party shall attempt, to the extent commercially reasonable, to restrict the disclosure that has to be made and, in particular, will attempt to keep the pricing and other commercial aspects of these Terms confidential.

(c) If a Party discloses Confidential Information to a permitted recipient, the disclosing Party shall be responsible for ensuring that the recipient maintains such information confidential and shall be responsible for any breaches of those confidentiality obligations.

Section 13.03 Exclusivity of Warranties

The representations and warranties in the Quote Documents are exclusive and no other warranties of any kind, whether statutory, written, oral or implied (including warranties of fitness for a particular purpose or merchantability or any warranties implied by usage of trade and course of dealing) are given by either Party under the Quote Documents.

Section 13.04 Enurement

The Quote Documents enure to the benefit of and is binding upon the Parties and their respective successors and permitted assigns and no other Person shall have any rights thereunder, provided, however, that the directors, officers, employees, representatives and agents of Customer and the TAM Group shall be express third party beneficiaries as contemplated in Section 9.01 and Section 9.02 with the same effect as if each of them had been Parties to the Quote Documents.

Section 13.05 Survival

Upon the expiration, termination or cancellation of the Quote Documents, each Party shall continue to be liable to pay any amount

due or accruing due by such Party to the other Party up to the time of such expiration, termination or cancellation, and the representations and warranties, pricing provisions, indemnities, remedies for default or breach, limitations on liabilities, arbitration provisions, notice provisions, and confidentiality obligations set forth in the Quote Documents and any other provision, right or obligation that by its nature survives such expiration, termination or cancellation will continue in full force and effect. Further, any such expiration, termination or cancellation shall be without prejudice to and shall not impair any rights based upon a prior breach or failure of performance of the other Party under the Quote Documents, subject to the limitations contained herein.

Section 13.06 Subcontracting and Assignment

(a) *Subcontracting*. Customer acknowledges and agrees that TAM will contract as agent for the Customer (i) to arrange or procure certain supplies and services pursuant to its performance of Transportation Support Services pursuant to Section 2.02; and (ii) some or all of the Transportation Services to Transporters pursuant to Section 2.03; and that TAM shall be entitled to subcontract portions of the Transportation Support Services.

(b) *Assignment*. Neither Party will assign the Quote Documents or any part thereof without the prior written consent of the other Party, which consent will not be withheld unreasonably.

Section 13.07 Severability

Each of the provisions of the Quote Documents is severable and the invalidity or unenforceability of any one or more provisions of the Quote Documents will not affect the validity or enforceability of the remaining provisions. If any provision of the Quote Documents is held to be invalid, the Parties will amend the Quote Documents to reinstate the intent of the invalid provisions, to the degree it can be made valid.

Section 13.08 Counterparts

The Quote Documents may be executed in counterparts and in a portable document format (PDF), all of which so executed being deemed to be an original, and such counterparts together will constitute one and the same instrument.

[End of the TAM Quote Terms and Conditions.]