

**PURCHASE ORDER TERMS & CONDITIONS**

Detour agrees to purchase and the Vendor agrees to sell the Goods and/or provide the Services, subject to the following:

**1. DEFINITIONS:**

- (a) "A.M. Best" means A.M. Best Company, or any successor to its statistical rating business;
- (b) "Construction Lien Act" means the *Construction Lien Act, R.S.O. 1990, c. C30*;
- (c) "Detour" means Detour Gold Corporation;
- (d) "Delivery Date" means the latest date on which the Goods are to be received by Detour at the Ship to Point and/or the latest date on which the Services are to be completed;
- (e) "Goods" means the items of personal property to be supplied by the Vendor to Detour, as more particularly described (i) in the Purchase Order Cover Document, and (ii) in any other document incorporated into the Purchase Order by reference;
- (f) "Facilities" has the meaning given to it in Section 28 hereof;
- (g) "Final Request for Payment" has the meaning given to it in Section 6.
- (h) "Force Majeure Event" has the meaning given to it in Section 19 hereof;
- (i) "Information" has the meaning given to it in Section 16 hereof;
- (j) "Purchase Order" means the Purchase Order Cover Document, and these Terms & Conditions;
- (k) "Purchase Order Cover Document" means that document to which these Terms & Conditions apply;
- (l) "S&P" means Standard & Poor's Rating Group, a division of McGraw Hill, Inc., or any successor to its statistical rating business;
- (m) "Services" means the work to be performed by the Vendor for Detour, as more particularly described (i) in the Purchase Order Cover Document, and (ii) in any other document incorporated into the Purchase Order by reference;
- (n) "Ship to Point" means the location to which the Vendor is to ship the Goods; and
- (o) "Vendor" means the party designated as such in the Purchase Order Cover Document.

**2. ACCEPTANCE:**

Upon receipt of the Purchase Order the Vendor or its duly authorized agent shall sign and return the acknowledgement copy thereof, and such action shall constitute the Vendor's acceptance of all terms and conditions of the Purchase Order. Failing such signing and returning of the acknowledgement copy, the method of acceptance of the Purchase Order shall be by the Vendor shipping to Detour the Goods and/or commencing performance of the Services, and upon the Vendor so shipping the Goods or so commencing performance of the Services there shall be a binding contract for the purchase and sale of the Goods and/or the performance of the Services upon the terms and conditions of the Purchase Order.

**3. CONFLICT WITH VENDOR'S TERMS:**

The terms and conditions of the Purchase Order shall override any terms or conditions which have been or in the future are stipulated or referred to by the Vendor, whether in the Vendor's bid or proposal, acknowledgement or otherwise, unless such terms or conditions are expressly accepted in writing by Detour. Without limiting the generality of the foregoing, Detour shall not be considered to have accepted any terms or conditions stipulated or referred to by the Vendor, by Detour taking delivery of or accepting any of the Goods or the Services.

**4. MODIFICATIONS AND/OR REVISIONS:**

The terms and conditions of the Purchase Order shall constitute the entire agreement between the Vendor and Detour with respect to the Goods and/or Services. No revision or modification of the terms and conditions of the Purchase Order including, without limitation, price increases or substitutions, shall be binding on Detour unless such revision or modification is expressly accepted in writing by Detour.

**5. CONTRACT SUPERSEDES:**

The contract constituted hereby shall supersede all prior agreements, correspondence, understandings, undertakings or commitments, whether oral or written, between the Vendor and Detour with respect to the Goods and/or Services called for by the Purchase Order.

**6. PRICE AND PAYMENT:**

The price for each item of the Goods and/or Services shall be the price listed by Detour in the column unit price in the Purchase Order Cover Document. Unless otherwise stated in the Purchase Order Cover Document, the price shall include all taxes, duties, levies, imposts and packing and shipping charges of every nature and kind in connection with

the Goods and/or Services. Where taxes, duties, levies or imposts are applicable, the Vendor shall separately list same.

Unless otherwise specified in the Purchase Order Cover Document, and subject to Detour's right to question in good faith Vendor's invoice, payment for the Goods and/or Services purchased hereby shall be due 45 days following the later of (i) the receipt by Detour at the Ship to Point of all of the Goods and/or completion of the Services; and (ii) the receipt by Detour of the Vendor's invoice.

No later than thirty (60) days after the completion of the Services or delivery of the Goods, the Vendor shall submit a final request for payment (the "Final Request for Payment"), which shall set forth all amounts due and remaining unpaid to it, and shall include evidence satisfactory to Detour that all claims, liens, security interests and encumbrances arising out of or in connection with the performance by the Vendor or any subcontractor of the Services have been satisfied, discharged, vacated or withdrawn as provided in the Construction Lien Act. Upon approval of the Final Request for Payment by Detour, and Detour being satisfied that all liens have been satisfied, discharged, vacated or withdrawn, Detour shall pay to the Vendor the amount due under such Final Request for Payment, and the final payment shall include release of any remaining holdbacks prescribed by the Construction Lien Act. If a Final Request for Payment is made by the Vendor to Detour more than sixty (60) days after the completion of the Services, the Parties agree that Detour shall be entitled to discount the value of the Final Request for Payment by fifty percent (50%), which amount will be set off by Detour against the final payment made to the Vendor.

Detour may, in addition to any other amounts to be retained or withheld under the Purchase Order, retain from any sums otherwise owing to the Vendor, amounts sufficient to cover all costs incurred by Detour in respect of a failure by the Vendor to comply with any provision of the Purchase Order.

**7. REPRESENTATIONS AND WARRANTIES:**

The Vendor represents and warrants to Detour that all Goods and/or Services delivered by the Vendor to Detour at the Ship to Point will:

- (a) be free and clear of any and all liens, charges or encumbrances;
- (b) not infringe the intellectual property rights of any person; and
- (c) comply with all applicable laws, ordinances, permits, licenses, registrations, rules and regulations (including, without limitation, any applicable transportation of dangerous goods, occupational health and safety legislation and professional licensing requirements).

The Vendor warrants to Detour that all Goods delivered by the Vendor to Detour at the Ship to Point will:

- (a) conform to the requirements and specifications in the Purchase Order;
- (b) comply with nationally or internationally recognized standards and codes;
- (c) be fit and sufficient for their intended purpose, if such purpose is communicated to the Vendor by Detour and if no such purpose is communicated, for their usual purpose; and
- (d) be of merchantable quality, of good and new material and workmanship and free from defects (including latent defects) of design, material, quality and title.

The Vendor warrants to Detour that all Services provided will:

- (a) be free of any defects and deficiencies; and
- (b) be performed in a first class, skilful, diligent and professional manner in accordance with the best industry practices for similar services and fit and sufficient for the intended purposes.

The warranties set out by the Vendor above shall apply to the Goods and/or the Services for a period that is the lesser of (i) 24 months from the Delivery Date, and (ii) 12 months from the date that, in the case of Goods, the Goods are used or put into operation by Detour and in the case of Services, the Services are completed.

If the Vendor fails to replace, repair or correct any defect in the Goods or the Services within 14 days following written notice from Detour to the Vendor to do so or within such other time period agreed to in writing by the parties, Detour reserves the right to make the necessary repairs or corrections, replace the Goods, or make good any Services, at the sole expense of the Vendor. The Vendor shall remedy, at its own expense, without delay and in a manner satisfactory to Detour, any other damage caused as a result of such defective Goods or Services.

## 8. GENERAL LIABILITIES AND INDEMNITIES

The Vendor shall:

- (a) be liable to Detour; and
- (b) indemnify and save harmless Detour from and against, any and all actions or causes of action, claims, demands, losses, costs, expenses and liabilities of any kind whatsoever (including lawyers fees on a solicitor/client basis) to the extent arising out of, or connected with (i) the fault, misconduct, performance, non-performance or negligent performance by the Vendor of its obligations under the Purchase Order, or (ii) a breach by the Vendor of its confidentiality obligations under the Purchase Order.

Except for a breach by the Vendor of the intellectual property rights of another person, or of the confidentiality obligations of the Vendor hereunder, or with respect to third party loss, in no event shall either party be liable to the other party for any indirect or consequential damages, loss of profits or business interruption.

The indemnities of the Vendor to Detour hereunder shall extend to Detour, affiliates of Detour and their respective officers, directors and shareholders, agents, employees and insurers, and their respective successors and permitted assigns.

The liability and indemnity provisions hereunder shall survive the termination of the Purchase Order.

## 9. DEFAULT:

Without prejudice to any other right or remedy that Detour may have and regardless of acceptance of any Goods or Services by Detour, if (i) the Vendor fails to comply with any term of the Purchase Order, or (ii) if the Goods and Services do not comply with warranties of the Vendor provided herein, or (iii) if the Vendor becomes insolvent or commits an act of bankruptcy or if a receiver is appointed in respect of the affairs of the Vendor, Detour may do any one or more of the following:

- (a) reject the Goods and/or the Services, in whole or in part;
- (b) refuse to accept any further deliveries of the Goods and/or the Services without liability to the Vendor;
- (c) claim damages for breach of contract; or
- (d) terminate the Purchase Order.

In no event shall Detour be liable for any loss or damage resulting from a termination of the Purchase Order pursuant to this Section.

## 10. CHANGE ORDERS:

Detour may at any time make a change or changes to the Goods and/or the Services to be provided hereunder, and the Vendor will carry out such changes in accordance with Detour's instructions and the terms and conditions of the Purchase Order.

## 11. INSPECTION:

Detour shall have the right to inspect the Goods and/or Services at any time and from time to time. Detour shall have the right exercisable from time to time, on reasonable notice to the Vendor, to enter any premises at which Services are being performed or Goods are being designed, manufactured or stored, for the purpose of inspecting the manner in which Services are being performed or Goods are being designed, manufactured or stored. The Goods may be rejected on inspection notwithstanding prior acceptance and/or payment or the provisions of Section 22 hereof. Detour's inspection, failure to inspect or acceptance shall not relieve the Vendor of any obligation under the Purchase Order.

In the event that the Goods and/or the Services are found not to conform to the Purchase Order, in addition to any other rights or remedies available to Detour under law, equity or otherwise, including those set out in Section 9, Detour shall have the right to return the defective product for a full refund, with all shipping and handling charges to be the responsibility of the Vendor. Without limiting the foregoing, Detour shall have the right to require replacement, repair or correction of the Goods and/or the Services rejected by Detour at the risk and expense of the Vendor with 14 days following written notice from Detour to the Vendor to do so or within such other time period agreed to in writing by the parties.

## 12. DELAY:

The Vendor will provide to Detour upon request, and from time to time, a progress schedule which shall include the status of the manufacture of the Goods, the expected shipping date, and/or the progress in the performance of the Services, and will notify Detour in writing if the delivery of the Goods or the performance of the Services should for any reason be delayed, indicating the cause and extent of the delay, but this shall not relieve the Vendor of the Vendor's obligation to deliver the Goods and/or

perform the Services as required by the Purchase Order. The Vendor shall commence the design and manufacture or delivery of the Goods and/or the performance of the Services promptly after the date of the Purchase Order, and shall thereafter prosecute the same diligently and to Detour's satisfaction and shall deliver the Goods and/or complete the Services on or before the Delivery Date. Notice of any delay specifying the nature of such delay and the estimated time for completion of delivery or performance, must be given to Detour by fax or e-mail within 5 days after the occurrence of such delay.

## 13. INSURANCE:

### 13.1 General

- (a) If the Vendor is performing Services hereunder, it shall procure and maintain, at its own cost, the insurances enumerated in Section 13.2. The provisions of this Section 13 do not modify or change or abrogate any responsibility of Detour or the Vendor stated elsewhere in this Agreement. Detour shall not assume responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. The Vendor shall be responsible for the deductibles under the policies described in Section 13.2.
- (b) The Vendor shall provide the insurances set forth in Section 13.2 with insurance carriers and evidence thereof in a form reasonably satisfactory (including, but not limited to, an original signed copy of the policies) to Detour.
- (c) Any policies provided by the Vendor shall, to the extent of the Vendor's indemnification obligations contained in this Agreement, name Detour and any other entity reasonably required by Detour as additional insureds (except for workers' compensation insurance and automobile liability), and the Vendor, on behalf of itself and its insurers, shall waive all rights of subrogation and recovery against such additional insureds for any loss or damage covered by such insurances to be maintained hereunder, during the Services and thereafter.
- (d) The liability policies of insurance provided by the Vendor shall be endorsed to provide a severability of interests and cross liability clause to the benefit of each additional insured.
- (e) Unless otherwise stated, all insurance limits outlined in Section 13.2 shall apply solely in respect of the Facilities.

### 13.2 Policies to be Obtained by Vendor

Before any Services are performed under this Agreement, the Vendor shall, at its sole cost, obtain and maintain in force the following insurance coverages:

- (a) Third Party Liability Insurance. The Vendor shall provide third party liability insurance on an occurrence form basis, for personal injury, bodily injury and property damage liability, including wrongful death that may arise from any operations of the Vendor hereunder, where such operations are conducted by the Vendor or by anyone for whom the Vendor is in law responsible. The limits of such insurance shall be at least \$1,000,000 per occurrence. The certificates of insurance attesting to this coverage shall indicate that all operations of the Vendor contemplated by this Section are covered under the policy. Such policy shall include but not by way of limitation, cross liability and severability of interest clause, a waiver of rights of subrogation against Detour, incidental medical malpractice, completed operations for a period of one year, hired automobile liability, employer's liability and/or contingent employer's liability, broad form third party property damage and blanket contractual liability. This policy may contain an aggregate limits clause applying to products and completed operations.
  - (i) This insurance shall be maintained continuously from commencement of the Services by the Vendor or by anyone for whom the Vendor is in law responsible until twelve (12) months following the termination of the Vendor's involvement in the Services. Each such policy shall include Detour as an additional insured with respect to operations and activities of the Vendor or by anyone for whom the Vendor is in law responsible.
- (b) Automobile Liability Insurance. The Vendor and anyone for whom the Vendor is in law responsible shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, automobile liability insurance, including coverage for accident benefits, with a combined property damage and bodily injury limit of liability of the greater of statutory requirements for automobile liability insurance or \$1,000,000 per accident covering all licensed motor vehicles

- owned, leased, operated or used by the Vendor in connection with the performance of the Services or the delivery of the Goods. The deductible shall be not greater than \$1,000 per accident.
- (c) All Risks Equipment Insurance. The Vendor or anyone for whom the Vendor is in law responsible shall provide, maintain and pay for "all risks" contractors equipment insurance covering owned, non-owned and/or leased tools, equipment, supplies, materials and temporary structures required for the provision of Services or the delivery of the Goods, including if applicable boiler and machinery insurance on temporary boilers and pressure vessels. Such insurance shall be in a form acceptable to Detour and shall not allow subrogation claims by the insurer against Detour, its assignees, subsidiaries, affiliates or employees.
- (i) The Vendor shall ensure that evidence of coverage is provided by any affiliates, officers, directors, employees, agents and subcontractors of the Vendor working at or on the Facilities.
- (ii) This insurance shall include the following provisions:
- (A) policy limit of liability of the greater of \$1,000,000 or the aggregated replacement cost value of all such machinery, equipment and other property; and
- (B) annual aggregate limits permitted for earthquake coverage and flood coverage, separately; no other policy aggregates permitted.
- (C) All tools, equipment, supplies materials and temporary structures belonging to the Vendor or anyone for whom the Vendor is in law responsible, or used by the Vendor or anyone for whom the Vendor is in law responsible in the performance of the Services or delivery of the Goods shall be brought to and kept at the Facilities at the cost and risk of the Vendor or such person for whom the Vendor is in law responsible, and Detour shall not be liable for loss or damage thereto.
- (d) Workers Compensation Insurance.
- (i) The Vendor shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, workers compensation insurance to cover employees of the Vendor and its affiliates in accordance with requirements of the place of work or employment. Such policy shall also include employers' liability insurance with a minimum limit of \$1,000,000 for each and every occurrence applicable to workers that are residents of the province of the place of work. Alternatively, the employers' liability coverage may be included as part of the Third Party Liability coverage described in Section 13.2(a) hereof.
- (ii) Prior to commencement of the Services or delivery of the Goods, the Vendor or anyone for whom the Vendor is in law responsible working at or on the Facilities shall provide a clearance certificate or letter of good standing and confirmation that all required assessments have been paid to date to the Vendor from the applicable workers compensation office.
- (e) Other Insurance Coverage. Detour may elect, at its own expense, to obtain and maintain, or cause to be obtained and maintained, any other type, form or amount of insurance which may be required to protect any property or persons associated with the Services or the delivery of the Goods, with respect to risks or exposures that arise, or may arise, out of the particular nature, design or methods used, or intended to be used, in the execution of the Services or the delivery of the Goods.
- (f) The Vendor shall cause its insurance underwriters to issue certificates of insurance (ACCORD form or equivalent) or provide policy copies, as may be requested by Detour evidencing that the coverages, coverage extensions, policy endorsements and waivers of subrogation required under this Section are maintained in force.
- (g) All insurances described in this Section shall provide primary coverage with respect to the scope of Services without right of contribution of any insurance carried by Detour. Breach of any of the terms or conditions of the policy, or any negligence or wilful act or omission or false representation by an insured, shall not invalidate the insurance with respect to Detour.
- (h) The insurance limits of liability required by this Section may be obtained via any combination of primary plus umbrella liability and/or excess liability layers if needed.
- (i) Each policy described in this Section 13.2 shall contain terms and conditions reasonably acceptable to Detour, shall be issued by insurers rated "A-" or better by A.M. Best or "BBB" or better by S&P or otherwise acceptable to Detour and shall provide for thirty (30) days (or ten (10) days in the case of cancellation due to non-payment of premiums) prior notice of cancellation, non-renewal or material change to Detour. The Vendor shall forward to Detour certificates evidencing that the coverage is in effect and the payment of premiums is current and, if Detour so requires, a copy of the policy. If, after the time of placement, the rating of any insurer declines below A.M. Best's "A-" or S&P's "BBB", then the Vendor shall immediately replace that coverage with an insurer that is rated "A-" (Class X) or better by A.M. Best or "BBB" or better by S&P and that replacement policy shall contain, at minimum, the same coverage as the prior policy and any additional cost shall be the responsibility of the Vendor. Any insurance premiums associated with maintaining the standards of insurance required by Detour hereunder are solely to the account of the Vendor.
- (j) If the insurance described in this Section 13.2 is not maintained, Detour shall have the immediate right to procure the required insurance on behalf of the Vendor, and to deduct the cost thereof from any payment or payments due to the Vendor under this Agreement, but Detour shall not be under any obligation to do so.
- (k) The minimum limits described in this Section 13.2 are the minimum amounts that the Vendor is required to carry and in no way do the minimum limits required in this Section 13.2 relieve the Vendor from any of its obligations under Section 8.
- 14. DELIVERY AND SHIPPING:**  
The Vendor shall deliver the Goods to the Ship to Point on the Delivery Date. The Vendor shall arrange for and pay for shipping the Goods to the Ship to Point and shall arrange for and pay for all packaging, labelling, crating and carting fees. The Vendor shall be responsible for all shipping, customs and import costs, duties and levies associated with the transport of the Goods to the Ship to Point.
- 15. PARTIAL SHIPMENTS:**  
Partial shipments are not permitted unless otherwise agreed to in writing by Detour. If partial shipments are permitted, a separate invoice must be rendered by Vendor for each shipment.
- 16. CUSTOMS DOCUMENTS:**  
If the Vendor makes shipment of any of the Goods from outside of Canada, the Vendor must prepare and execute all documents required by Canadian authorities and promptly deliver same to Detour or Detour's designated import broker in order to facilitate customs clearance.
- 17. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**  
The Vendor shall indemnify Detour, its affiliates, directors, officers, agents and employees, from and against any claim, demand, lawsuit, proceeding or action resulting from any allegation or charge that the Goods or the use thereof form the purpose for which the Goods are sold, constitutes an infringement of any intellectual property rights of any person. The Vendor shall assume the defence of Detour at the Vendor's expense against any such allegation or charges. Detour shall promptly notify the Vendor of any allegation or charge of infringement and shall furnish the Vendor, at the Vendor's request and expense, all assistance and pertinent information available to Detour. Detour shall, however, retain the right to elect to be represented in such matters by legal counsel of its own selection, acting at its own expense unless the Vendor fails to defend any such claim, in which case, such expenses shall be borne by the Vendor. The Vendor shall, as soon as possible after it is finally adjudicated that such infringement exists, at no expense to Detour, minimize Detour's damage or liability as much as possible by:
- (a) altering the Goods to make them non-infringing, provided that such altered nonconforming Goods fulfil substantially the same function as they fulfilled prior to such alteration;
- (b) by exchanging the Goods with non-infringing Goods which fulfil substantially the same function for the infringing Goods, which infringing Goods then become the property of the Vendor;
- (c) obtaining a settlement or licence permitting Detour's use of any infringing product; or



- (d) removing and repurchasing the infringing Goods at Detour's straight-line depreciated cost plus the cost of transportation, installation and removal.

Any costs, damages, expenses or claims incurred by Detour as a result of any of the foregoing remedial action shall be the responsibility and liability of the Vendor.

**18. CONFIDENTIAL NATURE OF INFORMATION:**

Any data, plans, specifications, reports, models, samples or other similar items or other technical, commercial or financial information relating to Detour's business (the "**Information**") which Vendor may obtain or which Detour may in any way disclose to Vendor in connection with the Goods and/or Services being provided under the Purchase Order, shall be deemed to be confidential and Vendor shall not use the Information for its own purposes (other than for the Purchase Order), nor shall the Vendor disclose the Information to any third party except as may be specifically authorized by Detour in writing.

**19. TERMINATION**

Detour's Right to Terminate for Convenience. Detour may, in its sole discretion, terminate this Agreement with or without cause at any time by giving thirty (30) days' prior written notice of termination to the Vendor.

**20. FORCE MAJEURE**

If, as a result of any cause beyond the reasonable control of a party to the Purchase Order, which such party could not have avoided by the exercise of reasonable diligence and at reasonable cost, and which does not result from such party's inability to pay or other financial circumstances (a "Force Majeure Event"), such party is prevented from carrying out any of its obligations hereunder, the obligations of such party that are affected shall be suspended insofar and for so long as they are affected by the Force Majeure Event.

The party claiming the Force Majeure Event shall immediately notify the other party of the Force Majeure Event and shall, if it is reasonably able to do so, promptly and diligently remedy the cause and effect of such event.

If a Force Majeure Event persists for a period of more than 30 days, or if 2 or more Force Majeure Events persist in the aggregate for more than 60 days, then Detour shall have the right to terminate this Purchase Order, in which case Detour shall have no liability resulting from the termination.

**21. COMPLIANCE WITH LAWS:**

The delivery of all Goods and the performance of all Services provided hereunder by the Vendor shall comply with all applicable laws and regulations in force at the time of delivery and/or performance. The Vendor will obtain all necessary permits and/or licences for the delivery of the Goods and/or the performance of the Services.

**22. SUSPENSION OF DELIVERY OR PERFORMANCE:**

Detour may require the Vendor to suspend delivery of Goods or performance of Services if any cause beyond Detour's control should interfere with Detour receiving, storing, using, requiring or acquiring the Goods and/or Services called for by the Purchase Order. The delivery and/or performance shall be resumed by the Vendor within a reasonable time after Detour advises the Vendor that such cause has ceased to operate.

**23. TITLE AND RISK OF LOSS:**

Title to the Goods and all inputs supplied in the course of performing the Services shall pass to Detour upon the delivery of the Goods and such inputs and acceptance thereof by Detour. Until title passes, the risk of loss shall remain with the Vendor.

**24. PROPERTY RIGHTS:**

The Vendor warrants that it has the right to sell the Goods to be supplied hereunder and that Detour will receive such Goods free and clear of any liens and encumbrances of any nature or kind whatsoever. The Vendor further warrants that it shall not allow or permit any lien or encumbrance of any nature or kind whatsoever to arise or to be filed against Detour or any property or right of Detour in connection with any Goods or Services provided or to be provided hereunder and will indemnify and hold harmless Detour in connection with any action by Detour to remove or vacate any such lien or other encumbrance arising in contravention of the Vendor's warranty hereunder.

**25. WAIVERS AND AMENDMENTS:**

Neither party may vary or waive any provision of the Purchase Order except in writing signed by an authorized officer or agent of the party to be bound thereby. No waiver of any provision of the Purchase Order shall imply a waiver of that provision for the future or of any other provisions in the Purchase Order unless the waiver expressly so states.

**26. ASSIGNMENT AND SUBCONTRACTING:**

The Vendor shall not be entitled to assign or subcontract all or any part of the work contemplated by the Purchase Order without the prior written consent of Detour, which consent may be arbitrarily withheld. If subcontracting is permitted by Detour, the Vendor shall be wholly liable to Detour for the acts and omissions of the subcontractor and its employees and such acts and omissions shall be deemed to be acts and omissions of the Vendor.

Detour shall be entitled to assign the Purchase Order on providing notice thereof in writing to the Vendor.

The Vendor is an independent contractor and, unless authorized by Detour in writing, shall not hold itself out as Detour's agent or representative.

**27. AGENCY**

Detour may enter into this Purchase Order through an authorized agent in which case the Vendor shall take directions from and follow the instructions of Detour and its agent.

**28. GOVERNING LAW:**

The Purchase Order shall be governed by the laws (but excluding the law of conflict) of the province of Ontario and the federal laws of Canada applicable therein. Any proceedings arising from or in relation to the Purchase Order shall be brought in the courts of Ontario, and the Vendor hereby irrevocably attorns to the jurisdiction of the courts of Ontario and waives any objection to such venue and jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order.

**29. SITE WORK:**

When any aspect of the Purchase Order involves attendance at or the performance of Services at Detour's facilities (the "**Facilities**"), the following provisions shall apply in addition to the above terms and conditions:

- (a) The Vendor shall comply with all policies, procedures, rules and all safety and security regulations imposed by Detour. It is the responsibility of the Vendor to ensure that its agents, employees and subcontractors comply with all such policies, procedures, rules and regulations. The Vendor will (i) if requested by Detour, undertake criminal record checks on any Vendor personnel involved in performing the Services; and (ii) maintain records, including any criminal record checks, for Vendor personnel involved in performing the Services and, upon the request of Detour but subject to compliance with applicable laws and regulations, disclose such records to Detour. The Vendor shall be responsible for obtaining any and all necessary legal consents to provide the criminal record checks requested by Detour, and shall retain such consents for inspection by Detour, at its request. Detour shall use the information obtained by way of any criminal record check solely for the purposes of determining whether the applicable Vendor personnel or subcontractor will be permitted to perform and/or continue to perform the Services pursuant to this Agreement, at its sole discretion, and for no other purpose. Detour may notify the Vendor when any Vendor personnel, in the opinion of Detour, is incompetent, disorderly, has refused to carry out the provisions of the Purchase Order, has failed to comply with policies of the Facilities, or is otherwise unsatisfactory. Upon receipt of such notice, the Vendor shall at its own expense immediately arrange for the removal of such personnel from the Facilities and performance of the Services, and the Vendor shall not permit such personnel to return to the Facilities or performance of the Services nor to work for the Vendor at any other facilities of Detour without the written consent of Detour. The cost of such removal of any such personnel from the Facilities will be borne by the Vendor.
- (b) The Vendor shall indemnify and hold harmless Detour against any liability, damage, loss, cost or expense (including legal fees on an attorney/client basis) which Detour may incur or suffer as a result of any act or omission of the Vendor, and/or its agents, employees and subcontractors.
- (c) The Vendor will comply at its own expense with all applicable laws, ordinances, rules, regulations and codes of all authorities having jurisdiction, as well as all provisions of applicable licenses, permits, manuals or policies or other agreements or documents under which Detour is bound and which relate to the delivery of the Goods or the performance of the Services, including without limitation those which relate to employment and labour, the

preservation of public health, occupational health and safety, worker's compensation, construction safety and the environment, and the Vendor shall ensure compliance with the foregoing by its agents, employees and subcontractors.

- (d) The Vendor shall maintain, and shall require that its subcontractors who perform Services on the mine site maintain, throughout the term of this Purchase Order, a subscription to ISNetworld and a grading of no less than B within ISNetworld if the Services are to be performed at the mine site. Access to the mine site may be denied to the Vendor or any subcontractor who fails to comply with this requirement. Compliance with this section shall not relieve the Vendor of any of its obligations under this Purchase Order.

### **30. CONSTRUCTION LIEN ACT**

If the Construction Lien Act is applicable in respect of the Services being performed, all payments made to the Vendor under this Purchase Order shall be subject to holdbacks prescribed by the Construction Lien Act. The holdback funds shall be released to the Vendor on the 46th day following the date of publication of the certificate of substantial performance in respect of the Services in accordance with the Construction Lien Act, provided there are no claims for lien registered against the title to the Facilities at such time.