

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

"**Certificate**" means a document issued by CWB signifying Certification;

"**Certification Mark**" means the Certification Mark registered under the Trade Marks Act (Canada);



"**Certified**" means that an examination or investigation of the Facility, Process and/or Service has been performed by CWB to determine compliance with the Requirements and that permission has been granted in accordance with this Agreement for Submitter to represent its Facility as Certified;

"**Facility**" means the place at which welding operations are conducted and which is or is to be Certified;

"**Location**" means the location of a Certified Facility, Process and/or Service as set forth in this Agreement;

"**Process**" means a welding operation, which is or is to be Certified;

"**Representative**" means a person designated as such by CWB;

"**Requirements**" means the Requirements of the Standard applied by the CWB applicable to the Facility, Process and/or Service as amended and supplemented from time to time, and as interpreted, by CWB, and/or the applicable Standards writing organization;

"**Service**" means a welding service which is or is to be Certified.

CERTIFICATION

Section 1.1 Certification of Facility, Process and/or Service: CWB shall issue a Certificate to Submitter of a Certified Facility, Process and/or Service and grant Submitter a non-exclusive licence to represent its Facility, Process and/or Service as Certified through the displaying of a Certificate, at the location, which Certificate shall remain the property of CWB and shall be returned to CWB on demand. The issuance of a Certificate by CWB does not constitute a licence to represent as Certified operations other than those identified on this Agreement.

Section 1.2 Subletting of Welding: Submitter may not sublet welding to a Non-Certified organization.

Section 1.3 Advertising: The Certification Mark, or other registered CWB marks or any other reference which may be interpreted to mean CWB, may only be used after Submitter has been granted certification by CWB and then may only appear in advertising, promotional material or other literature only in reference to the Facility, Process and/or Service under this Agreement. Submitter agrees to amend or discontinue the use of such advertising, promotional material or other literature upon the written request of CWB. The Certification Mark may only be used by Submitter to indicate certification. The Certification Mark shall not be used in conjunction with any modifying terms or phrases without the express written consent of CWB. References to CWB shall not be misleading as to the extent of certification.

COMPLIANCE WITH REQUIREMENTS AND INSPECTIONS

Section 2.1 Compliance: The Facility, Process and/or Service represented as Certified shall comply with all the Requirements, unless products or operations not normally considered as requiring certification, in accordance with Standards administered by the CWB, are undertaken at a separate location or in a discrete and separate facility in the operations.

Section 2.2 Inspections: CWB may perform inspections of Submitter's Facility, Process and/or Service at the Location or other premises of the Certified Facility.

Section 2.3 Facility Regulations: CWB shall direct its Representatives to exercise due care in complying with any safety and security regulations.

Section 2.4 Free Access: Representatives shall have, at all times, during normal business hours, reasonable access to the Facility or any places where the Process and/or Service is carried out and shall receive the full cooperation of Submitter's staff to facilitate the inspection. Any Representative shall have access to any relevant records to assist CWB in determining compliance with the Requirements.

Section 2.5 Extent of Access: The right of a Representative to obtain such access shall not be conditional upon the execution by the Representative or CWB of any agreement, waiver or release which in any way affects the Representative's legal rights or the rights or obligations of CWB, and any such document executed in contravention of this provision shall be without force or effect.

CONFIDENTIALITY AND ORGANIZATION'S RESPONSIBILITY

Section 3.1 Confidentiality: The relationship between Submitter and CWB shall be one of confidentiality. CWB shall not, without Submitter's prior written consent, voluntarily disclose information obtained by CWB in confidence which Submitter advises in writing in advance is secret, unless such information is: (i) already known to CWB; (ii) otherwise available to the public; or (iii) subsequently acquired from other sources; provided, however, that CWB may disclose any information to: (i) Submitter; (ii) Government authorities; or (iii) the public so far as may be prudent to warn the public of a potential or actual safety hazard in the opinion of CWB.

Section 3.2 Third Party: CWB in performing its function in accordance with its objects and purposes does not assume or undertake to discharge any responsibility of the Submitter to any other party or for compliance with applicable laws.

Section 3.3 Testing and Certification: The rights of CWB under this Agreement do not relieve the Submitter of any part of its obligations under this Agreement. Submitter recognizes that the opinions and findings of the CWB represent its judgement given with due consideration to the type of certification, the necessary limitations of practical operation and in accordance with its objects and purposes. Submitter recognizes that some tests specified in the Requirements may be inherently

dangerous and agrees that CWB neither assumes nor accepts any responsibility for any injury to personnel or damage to Submitter's property that may occur during or as a result of tests, whether performed in whole or in part by Submitter or CWB, whether or not any devices, test equipment, facility or personnel for or in connection with the test is furnished by Submitter or CWB except for any claim caused by CWB's negligence or misconduct.

NOTIFICATION AND CORRECTIVE ACTION

Section 4.1 Corrective Action: Submitter shall, at its own expense, rectify any condition which does not comply with the Requirements. Any Representative shall have the right to remove the Certificate and Certification from any Facility, Location or other place, which in CWB's opinion, has not taken corrective action in a reasonable amount of time after notification and fails to comply with the Requirements.

Section 4.2 Temporary Conditions: CWB may, in the event of Submitter's default in respect of any terms of this Agreement and in deferral of termination rights, institute, in accordance with the Requirements, temporary conditions on Submitter's right to represent its Facility, Process and/or Service as Certified. Such conditions may include the use of investigations, inspections or audits in excess of those normally applied, at Submitter's expense as determined by CWB for recovery of all its costs.

INDEMNITY

Section 5.1 Indemnity: Except to the extent of any negligence of CWB, its employees or agents or otherwise, Submitter agrees to indemnify and hold harmless CWB, its directors, officers and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses caused by act or omission of the Submitter relating to:

- any and all matters arising out of this Agreement or any previous Service Agreement between CWB and Submitter; such matters shall include, but not be limited to, the certification of the Facility, Process and/or Service of Submitter and the enforcement by CWB of the obligations of Submitter;
- the use or reliance upon any Requirement by Submitter; or
- any use of the Facility, Process and/or Service.

ADMINISTRATION

Section 6.1 Changes of Record: Submitter shall immediately notify CWB when any change is made in the name or address of Submitter, a Facility or Location or when any change is made in responsible personnel.

Section 6.2 Fees: Submitter shall pay to CWB within 30 days of invoicing, all fees at the rates determined by CWB during the term of this Agreement.

Section 6.3 Provision of certification documents: Submitter agrees that if certification documents are provided to other parties they shall be provided in their entirety.

Section 6.4 Complaints: Submitter shall keep a record of all complaints made known to them relating to certification requirements, take appropriate action in response to any complaints, and document the actions taken. Submitter shall make these records available to CWB.

TERMINATION

Section 7.1 Termination by Submitter: This Agreement may be terminated by Submitter at any time upon written notice to CWB. No refund shall be granted for termination by Submitter exceeding 30 days from initial application.

Section 7.2 Termination by CWB: This Agreement, or any other Agreement with CWB, may be terminated by CWB at any time upon notice in writing to Submitter, if Submitter fails to comply with any of the terms and conditions of this Agreement or for non-payment of outstanding accounts. The Agreement may also be terminated by CWB, upon reasonable notice, if the Certification Program is withdrawn by CWB.

Section 7.3 Procedure on Termination: Upon the termination of this Agreement the licence granted by Section 1.1 shall be cancelled and Submitter shall forthwith cease the use of the Certification Mark and Certificate and shall return to CWB the Certificate and Welder Identification Cards. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Submitter of its obligation to indemnify CWB hereunder.

MISCELLANEOUS PROVISIONS

Section 8.1 Communications: Any notice, communication or demand given or made pursuant to this Agreement shall be in writing and delivered by hand, sent prepaid by first class mail, sent by hard copied telecommunication, or sent electronically, addressed to the other party at its address as set out in this Agreement (unless amended by notice). Any such communication shall be deemed to have been received by the fifth business day following the mailing of such communication and when telecommunicated, shall be deemed to have been received when sent.

Section 8.2 Non-Assignability: This Agreement, including the licence to use the Certification Mark or Certificate, shall not be assigned by Submitter and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.

Section 8.3 Term: This Agreement shall continue in effect for a period of one year from the date of the Certificate and shall renew automatically for successive periods of one year unless terminated as herein provided.

Section 8.4 Applicable Law and Grammar: This Agreement shall be deemed to have been made in, and shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. The singular of any noun or pronoun shall include the plural, or vice versa, whatever the context shall require.

Section 8.5 Prior Agreements: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No provision may be amended or waived except in writing.

Section 8.6 Changes to Terms & Conditions: The terms and conditions stated herein are subject to change at the option of the CWB. The current terms and conditions can be viewed at www.cwbgroup.org.