

# Purchase Order

**Owner:** HORIZON TOWERS HOLDINGS LTD.

**Date Issued:** 06/20/2024  
**PO#:** 10669  
**Approval Status:** Approved  
**Terms:** See Terms and Conditions

**Contractor:** JJM MECHANICAL GROUP LTD.  
 107-8331 EASTLAKE DR.  
  
 BURNABY, BC V5A 4W2  
 Phone: (604) 422-0204  
 accounts@jjmmechanicalgroup.ca

**Property:** Horizon Towers  
  
**Ship To:** 4960 & 5050 Sanders Street  
 Burnaby, BC V5H 1T1

Item	Qty	Supply the goods subject to the Terms and Conditions specified on the following pages	Cost per Unit	Amount
		Supply labour, materials and equipment for water heater and heating boiler replacement in Horizon Towers Building A (5050 Sanders St).		\$120,662.00
				\$0.00
		GST		\$6,033.10
		Total		\$126,695.10

The Terms and Conditions of this Purchase Order are hereby acknowledged and accepted by the Contractor.

HORIZON TOWERS HOLDINGS LTD.

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



V201705

Per: \_\_\_\_\_

Authorized Signing Officer

This Purchase Order is subjected to the Terms and Conditions specified on the following pages

# Terms and Conditions

## **GENERAL PROVISIONS**

1. This Purchase Order has been executed by the Owner or by the Manager (as defined below), if applicable, as authorized agent of the Owner without personal liability, and all liability of the Owner is that of the Owner named on the first page of the Purchase Order. "Manager" means the applicable Realstar entity acting as agent for the Owner, which may include Realstar Corp. or Realstar Management Limited.
2. The Contractor shall acknowledge receipt of this Purchase Order and confirmation of the Terms and Conditions set out herein by responding electronically by email. The acknowledgement email shall respond to the email from the Manager awarding the Purchase Order, and shall provide a specific shipping and/or Project start date.
3. This Purchase Order shall enure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.
4. Time shall be of the essence.
5. The Contractor shall provide an 'up-to-date' work safety clearance certificate prior to starting the Project. The certificate shall be provided to the Manager electronically by email. This includes Worker's Compensation Board (WCB), Workplace Safety and Insurance Board (WSIB), or any other safety authority having jurisdiction over the Project.

## **ASSIGNMENT**

6. The Contractor may not assign the Purchase Order or any of its rights or obligations hereunder, without the prior written consent of the Owner or the Manager. No such permitted assignment by the Contractor of the Purchase Order or any of its rights or obligations hereunder shall relieve the Contractor from any of its obligations under the Purchase Order. The Owner or the Manager may assign the Purchase Order or any of its rights or obligations hereunder, without the consent of the Contractor to an affiliate (as defined in the provincial corporations' legislation having jurisdiction over the goods or services provided).

## **PAYMENT**

7. This Project shall not be invoiced at a higher price than stipulated in this Purchase Order.
8. Progress and/or full payments in accordance with the Purchase Order will require prior submission of an invoice from the Contractor and shall be subject to applicable statutory holdbacks set out in the legislation and regulations of the Province having jurisdiction over where the goods and/or services are provided. All invoices shall be delivered in .pdf format, the correct Owner entity stipulated and forwarded electronically to [ap@realstar.ca](mailto:ap@realstar.ca).

## **CHANGES IN WORK**

9. Instructions or amendments to the Purchase Order shall be in writing, and oral information, instructions and amendments shall not be binding regardless of their source.
10. No substitutions, amendments or modifications shall be made to this Purchase Order without written approval from the Owner or the Manager.

## **DEFAULT**

11. Without prejudice to any other right or remedy which the Owner may have pursuant to this Purchase Order or at law, the Owner or the Manager has the right to terminate the Purchase Order if:
  - a. the Contractor has breached any of its obligations in this Purchase Order and the Contractor fails to remedy such breach within seven (7) days after being provided notice in writing of such breach from the Owner or the Manager;
  - b. the Contractor fails to resolve any deficiencies with the work or the goods within seven (7) days after being provided notice in writing of such deficiencies from the Owner or the Manager;
  - c. the Contractor fails to commence services or deliver goods within 90 days of email receipt of the Purchase Order.
  - d. the Contractor fails to provide any required insurance certificates, safety certificates and/or policies, bond certificates, manufacturer data sheets, schedules, material and site testing data, statutory declaration certificates within seven (7) days of written request by the Owner or the Manager.
  - e. the Contractor becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Contractor's existence.

The Contractor's obligation under the Purchase Order as to quality, correction and warranty of the work performed by the Contractor up to the time of the termination shall continue after such termination of the Purchase Order.

## **GOVERNING REGULATIONS**

12. The Contractor is responsible at its sole expense to comply with all applicable laws, ordinances, rules, regulations or codes which are or become in force during the performance of the services or relate to the goods, including without limitation, the following:
  - a. Provincial workplace safety legislation;
  - b. Municipal By-Laws;
  - c. Provincial technical and electrical safety legislation;
  - d. The National Building Code of Canada (NBCC) and Provincial Building Code having jurisdiction;
  - e. National Fire Code of Canada (NFCC); and
  - f. Canadian Standards Association (CSA).
13. The Contractor shall be responsible at its sole expense for the procurement of all work permits, building permits, licenses, inspections and certificates which are necessary for the delivery of the goods, and the performance of the services for the Project. This includes all inspections by government officials having jurisdiction over the goods, services and the Project.
14. This Purchase Order shall be governed by the laws of the Province in which the goods and/or services

are provided.

#### **INSURANCE & CONTRACT SECURITY**

15. The Contractor shall obtain and maintain, at its sole cost and expense, during the term of this Purchase Order comprehensive or commercial general liability insurance to respond to any and all incidents occurring on the Property, as defined on page 1 of this Purchase Order, as a result of the Contractor's presence or operations. The limits shall not be less than:
  - a. Minimum \$2M per occurrence for Purchase Orders less than \$100,000 before applicable taxes.
  - b. Minimum \$5M per occurrence for Purchase Orders greater and/or equal than \$100,000 before applicable taxes.The insurance shall include the following extensions: general liability insurance including owners' and contractors' protective insurance coverage with respect to the Property; products and completed operations; personal injury; occurrence basis property damage; blanket contractual, non-owned automobile liability.
16. The insurance described in Sections 14 shall name as additional insureds, the Owner and the Manager (if applicable) and such other parties as the Owner or the Manager may identify from time to time.
17. The Contractor agrees to deliver to the Owner or the Manager, certificates of insurance or, if requested by the Owner or the Manager, complete certified copies of policies prior to commencing any services contemplated in this Purchase Order.
18. The Contractor shall obtain from the insurers under such policies, undertakings to notify the Owner or the Manager in writing at least thirty (30) days prior to any cancellation thereof.

#### **INDEMNIFICATION, WAIVER OF CLAIMS & WARRANTY**

19. The Contractor hereby assumes full liability for:
  - a. damage to the service location identified on page 1 of this Purchase Order or its improvements; and
  - b. injury to persons resulting from any act as a result of any default by the Contractor, negligence or omission on the part of the Contractor arising from the performance of the contracted services and agrees to indemnify the Owner and its Manager (if applicable) and their respective partners, directors, officers and employees and save them harmless from and against any and all losses, expenses, claims, damages, actions and causes of action, including legal expenses and costs, suffered or incurred by the Owner and/or the Manager in connection with the performance by the Contractor of the contracted services, provided such claims are made by notice in writing within a period of six (6) years from the date of substantial performance of the contracted services or within such shorter period as may be prescribed by any limitation statute of the province or territory of the place of the work.
20. The Contractor shall warranty the contracted goods and services against "Defects" covering both labour and material, inclusive of taxes, for a period of two (2) years from the date of the final payment, for goods and services subject to normal wear and tear. "Defects" shall include without limitation, goods and/or services not in compliance with:
  - a. the National Building Code of Canada and/or the applicable Provincial Building Codes having jurisdiction over the goods and/or services;
  - b. representations and warranties made by a product manufacturer in its written documents and/or instructions; and
  - c. good material and workmanship, as determined by a qualified third party consultant selected by the Owner or Manager.
21. This warranty shall not preclude or limit extended warranties on goods and services, or otherwise provided by:
  - a. Written manufacturer warranties;
  - b. Written warranties set out in project specifications agreed to by the Contractor and the Owner or the Manager.
  - c. Written extended warranties agreed to by the Contractor and the Owner or the Manager.
22. The Contractor shall assign to the Owner the benefits of all warranties and guarantees which the Contractor obtains from any subcontractor, supplier or manufacturer.
23. The Owner or Manager shall promptly notify the Contractor of any observed Defects which occur during the warranty period and the Contractor shall correct such Defects promptly, at the Contractor's sole cost and expense.

#### **OTHER PROVISIONS**

24. This Purchase Order together with the documents attached in 'Schedule A' shall form the Contract between the Owner and the Contractor.
25. Contractors must avoid installing products and services that contain hazardous substances, such as lead, mercury, and asbestos.
26. Contractors must encourage their suppliers to provide environmentally preferable products and services and to reduce the environmental impact of their own operations.
27. The contractor verifies that their employees, sub-contractors, or anyone from their company who attends a Realstar managed property have been trained on AODA/Accessible Customer Service Training.