

Technical Field Services Clarification Sheet

Travel time is that time spent in transit to the mill vicinity from the home base and that time in transit returning to the home base.

Sherbrooke Tech & Service will endeavor to obtain the most reasonable flight available at the time a customer's Purchase Order is received and the scheduled service date is established. Should changes in schedule occur that impact flight cost, these charges are to the Purchaser's account.

Maximum consecutive on-site work hours allowed is 14 hours in any 24 hour period with a minimum of 10 consecutive hours off-duty required before returning to site. Every employee is entitled to a weekly minimum rest period of 32 consecutive hours.

Rescheduling and/or cancellation of work with notification received after Sherbrooke Tech & Service personnel have departed for the worksite will be billed according to the Rate Sheet.

Delays in the commencement of work encountered after arrival of Sherbrooke Tech & Service personnel will be billed according to the Rate Sheet. If Sherbrooke Tech & Service personnel are held over by the Purchaser on any job and are not worked during the holdover period, the Purchaser will be billed according to the Rate Sheet.

Purchaser agrees to furnish all necessary supervision, labor, tools and materials at the mill site, as well as any safety devices and requirements of public authorities and insurance underwriters. Any safety or workplace training of Sherbrooke Tech & Service personnel will be billed according to the Rate Sheet.

In the event the service period extends over four (4) consecutive weekends at the mill site, travel expenses for the round trip from the mill site to the personnel's home base will be to the Purchaser's account. Absence from the mill site will not exceed seven (7) days.

Sherbrooke Tech & Service personnel are not allowed to make any recommendations on foundation design, concrete procedures or on civil or electrical work. Sherbrooke Tech & Service and its technicians are NOT responsible for delays, errors, loss of material, etc. incurred due to mill personnel's or its consultants misinterpretation of advise given.

A time sheet will be presented for the mill representative's signature at the completion of the work.

A report generation fee will be applicable based on the complexity of the information to be collated, analyzed and presented to the mill resulting from the Technical Services performed. This fee will be charged according to the Rate Sheet.

**Published Rates as of
January 2009**

Prices are subject to change without notice.
The Terms and Conditions of the supplying Sherbrooke Tech & Service Company apply.
Sherbrooke Tech & Service Clarification Sheet applies.

Commercial Terms and Conditions - Field Service Agreement

Thank you for selecting Sherbrooke Tech & Service to provide Field Services at your facility. Sherbrooke Tech & Service will do everything within its means to provide to you prompt, courteous service with the best-trained technicians in the business. We believe that all successful relationships require teamwork and communication. As part of your service team, we are willing to accept those risks inherent in our work, but we are not willing to accept risks, which either we cannot control or cannot build into our price. As such, we want to affirm that our agreement to provide services is expressly conditional on the following:

1. Sherbrooke Tech & Service and the Customer mutually agree to maintain for the duration of this agreement a general civil liability insurance of at least \$1 000 000 and a professional liability insurance of at least \$1 000 000. The Customer shall give proof of such insurance on demand by Sherbrooke Tech & Service. Sherbrooke Tech & Service liability is limited to damages resulting from negligence and for a maximum of \$1 000 000.
2. We will make all reasonable efforts to ensure that the timeliness of our work is consistent with our commitment. The term “time is of the essence” does not apply.
3. Our warranties and liability for our work are limited to the following Limited Warranty:
For all services Sherbrooke Tech & Service provides, we warrant that such services shall conform to all written descriptions of such services for ninety (90) days. Unless agreed otherwise, Sherbrooke Tech & Service will repair the defect or correct the service at Sherbrooke Tech & Service’s sole option. Sherbrooke Tech & Service liability shall not exceed the amount of the services upon which such liability is based. Sherbrooke Tech & Service shall not be liable hereunder for any consequential, incidental, indirect, special, exemplary or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE.

4. Except for efforts it would normally subcontract, this Agreement and the rights and obligations hereunder may not be assigned by either party without the prior written consent of the other party.
5. All manuals and drawings will remain Sherbrooke Tech & Service’s property and may not be reproduced, except for the Customer’s use, or transmitted or disclosed to any party other than employees of the Customer or employees of suppliers involved in installation, engineering or construction of purchased equipment without the prior written consent of Sherbrooke Tech & Service.
6. All notices to Sherbrooke Tech & Service are to be directed to the person identified on Sherbrooke Tech & Service’s acknowledgment correspondence. All notices to Customer will be directed to the individual signing Customer’s Purchase Order, unless otherwise specified.
7. Sherbrooke Tech & Service will furnish to Customer the services of a Consultant or Consultants for a period of time and in such number as Sherbrooke Tech & Service and Customer agree to in writing from time to time.
8. Customer agrees to reimburse Sherbrooke Tech & Service for payments made for all taxes and other assessments paid to any Federal, State, or Local Government or sub-division thereof, on services furnished by Sherbrooke Tech & Service to Customer hereunder. Such taxes will be itemized separately to Purchaser who shall make prompt payment to Sherbrooke Tech & Service.
9. Unless otherwise identified on the face of the order, payment terms are net fifteen (15) days after date of invoice and payable in the denomination identified in Seller’s proposal. Shall the payments not be received following the terms set forth herein, they will bear interest at the rate of 2% per month. Nothing in this agreement shall prevent us from filing a lien against you if we are not paid in accordance with the foregoing.

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Net Payment – fifteen (15) days

10. Each Consultant, when performing services under the terms and conditions of this Agreement, is a Consultant to the authorized Customer contact in charge of the installation or servicing of the equipment and any other individual designated by Customer. In conjunction with the services of Sherbrooke Tech & Service Consultants, their Duties and Responsibilities are defined below:
 - a) Report to the authorized Customer contact to which the Consultant is assigned
 - b) Reach an agreement with the Customer on the procedures and organization of the work to be done and on the working relationship between the Consultant and the Customer's Contractor(s). Pursuant to that relationship, Consultant's responsibility shall be limited to advising and assisting in the coordination of the work of Customer or Customer's Contractor(s)
 - c) Sherbrooke Tech & Service and Customer agree that Sherbrooke Tech & Service Consultant has no authority to alter, add to, or delete from the terms and conditions of any Agreement between Sherbrooke Tech & Service and Customer
 - d) Customer shall inform the Consultant immediately of any change in the schedule or procedures, which affect the installation of the Sherbrooke Tech & Service equipment.
11. This Agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by Sherbrooke Tech & Service. In the event of any cancellation or change, the Customer shall pay to Sherbrooke Tech & Service within fifteen (15) days after being invoiced for such cancellation or change, all reasonable time, costs, and other expenses resulting from the cancellation or change incurred by Sherbrooke Tech & Service prior to receipt of the request for cancellation or change (including engineering and all commitments to its suppliers, subcontractors, and others).
12. Delays occasioned by labor disputes, non-delivery of acceptable material by suppliers, the elements, other acts of force majeure, or other causes over which Sherbrooke Tech & Service has no reasonable control shall extend the time of performance of Sherbrooke Tech & Service under this Agreement for the time appropriate and agreed upon by the parties of this Agreement but not less than a time equal to the period of delay. Such delays may include but shall not be limited to delays in commencement of work encountered after arrival of the technician at the worksite.
13. Each paragraph and provision of this Agreement is severable from the entire Agreement and if one provision hereof is declared invalid, the remaining provisions shall nevertheless remain in effect.
14. This agreement shall be governed and interpreted in accordance with the laws applicable in the province of Quebec without regard to conflict of law principles.
15. This Agreement supersedes all previous Agreements and understandings of any nature whatsoever, verbal or written, and constitutes the entire understanding between the parties hereto.
16. The parties agree, in respect of any claim or legal proceedings for any purpose whatsoever in connection with the agreement to elect the judicial district of Saint-Francis, Province of Quebec, Canada, as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the appropriate Laws.

I have read this agreement, and I accept its terms and conditions.

Signed at _____ this day of _____

Customer

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