

1.0 Purchase Order

Item	Qty	UOM	EQUIPMENT	Unit Price	Amount \$
			Prices below based on Kentron Quote #Q18-KEN-322 Rev 3 attached:		
1	2	ea	HIFISC-Based Sampling System, without Probe	\$25,884.00	\$51,768.00
2	1	ea	Final Sample Conditioning System for Dual Stream	\$93,215.00	\$93,215.00
3	2	ea	Pneumatic Valves for Auto Validations - controlled by PLC	\$5,921.00	\$11,842.00
4	1	ea	SS Glands, Alu Glands (no yellow metals)	\$7,105.00	\$7,105.00
5	1	ea	Tisomic MKII-4M, Dual Stream, 2x High Range, 2x Single Cell	\$96,853.00	\$96,853.00
		-	Tag #FC3-05-AIT-5122A:		
			H2S range: 0-10,000ppmV, CO2 range: 0-30%		
		-	Tag #FC3-05-AIT-5122B:		
			H2S range: 0-10,000ppmV, CO2 range: 0-30%		
6	1	ea	Allen Bradley PLC	\$27,914.00	\$27,914.00
7	1	ea	Facilities Analyzer Outlet to Flare Tie-In	\$15,649.00	\$15,649.00
8	1	ea	NACE Certificates on Components in Pre-Conditioning and SCS	\$11,842.00	\$11,842.00
9	1	ea	Customized Operation Manual for PLC	\$2,115.00	\$2,115.00
10	1	ea	Preservation, Packing and Marking	\$4,500.00	\$4,500.00
11	1	ea	Documentation per Requisition	\$4,229.00	\$4,229.00
12	2	day	FAT at Hobre Workshop - Purmerend	\$2,513.00	\$5,026.00
13	TBD	ea	CSA Field Inspection Certification on the following:	TBD	TBD
		-	HIFISC Sample System		
		-	Pre-Conditioning System		
		-	Tisomic; PLC Cabinet		
14	2	ea	Shipment from factory, Purmerend, The Netherlands to Kentron Systems Inc., Calgary, Alberta - freight, insurance, brokerage and handling fees (estimated)	\$3,500.00	\$7,000.00
			NOTES:		
			Vendor to contact Purchaser to obtain a Shipping Release prior to shipping any material. The Shipping Release will NOT be issued until the QA/QC documentation listed on the SDDR is received by Kleinfelder. It is the vendor's responsibility to ensure that this documentation is provided in time for shipping.		
			ALL PIPE, VALVES AND FITTINGS MUST BE SUPPLIED WITH MTR'S AND CRN NUMBERS AND BE REGISTERED WITH THE ALBERTA BOILERS SAFETY ASSOCIATION (ABSA)		
			When applicable, Vendor to ensure unit is correctly tagged with a Stainless Steel Tag per P/O or SDDR instructions and that all documentation ships with the material.		
			There will be no Partial Shipments unless directed by the Purchaser.		
				SUBTOTAL	\$339,058.00
				GST	\$16,952.90
				TOTAL	\$356,010.90

NOTES

All correspondence relating to this order should be addressed to the Buyer at the attention of:

Mary Carole Hanke
Main: (403) 255-4393
Direct: (587) 962-4089
Email: procurementca@kleinfelder.com

Performance Measurement Guarantee:

The Hóbré Tisomic analyzer system in this Purchase Order is subject to the criteria listed in the Kentron/Hóbré "Performance Measurement Guarantee" document. The current copy of the "Performance Measurement Guarantee" document is attached to this purchase order for reference.

Currently, Kentron/Hóbré is expanding and adding more details to the "Performance Measurement Guarantee" document. It is understood that the new revision will increase the guaranteed scope and that the current document will serve as a minimum reference point. The new revision from Kentron/Hóbré will supersede the attached "Performance Measurement Guarantee" and will be applicable to this analyzer purchase during its' warranty period.

Specifications: Package must conform to the following Cenovus Specifications

ASA-6 Piping Class
TR-44-SPC-00-001-01-8 Piping Material Classes
TR-44-SPC-00-002-01-6 Valves
TR-44-SPC-00-025-01-1 Winterizing and Protection Against Ambient Temperatures
TR-44-SPC-00-040-01-1 Pressure Relief Valves
TR-46-SPC-00-016-01-3 Electrical for Packaged Equipment
TR-46-SPC-00-029-01-2a Wire and Cable
TR-47-SPC-00-001-01-8 General Instrumentation Requirements
TR-47-SPC-00-004-01-3 Instrumentation for Packaged Equipment
TR-47-SPC-00-005-01-3 Panel Specification
TR-47-SPC-01-014-01-2 Foster Creek FC1 and FC3 Programmable Logic Controller PLC
TR-50-DX-00-001-01-4 Approved Manufacturer's List
TR-50-PRC-00-017-01-1 Materials Purchasing & Receiving Procedure
TR-50-SPC-00-003-01-4 Prep for Shipment & Storage

Any specifications that are attached to or referenced in this document that reference "EnCana" shall be deemed to be Cenovus specifications. Neither Cenovus Corporation nor any of its affiliates or subsidiaries, nor any of their respective directors, officers, employees, representatives, contractors or agents shall have any responsibility, obligations or liability to the recipient of this document with respect to or under any such specifications.

Documentation Requirements:

Vendor documentation as per the Seller Drawing and Data Required (SDDR) to be sent to the following:

Kleinfelder
Suite 2200, 700 - 6th Avenue S.W.
Calgary, Alberta T2P 0T8
Attn: Melissa McEllistrum

Email: KLFCenovusDC@kleinfelder.com

One (1) copy of vendor documentation is to ship with delivery of order.

Shipping Instructions:

Please contact Mary Carole Hanke (587) 962-4089 or email procurementca@kleinfelder.com for further shipping instructions.

Invoicing:

Purchase Order prices are in Canadian Funds, which are fixed, firm and not subject to revision nor escalation or any adjustments to due currency fluctuations through delivery.

To avoid delays in payment, please ensure that the Purchase Order Number is included on your invoice. In addition, no invoice will be approved for payment unless the vendor acknowledgement has been executed and returned. Invoicing must be submitted as noted in the above address and instruction.

Terms of Payment: Progress Net 60 Days as follows:

- 25% payment of total P/O amount on submittal of drawing package.
- 35% payment of total P/O amount on acceptance of drawing package to start production.
- 30% payment of total P/O amount on readiness for FCA delivery.
- 10% payment of total P/O amount on acceptance of the final documentation package per the Documentation Requirements form.

Cancellation/Termination:

As these Analyzers and associated System components are custom designed for each application, the orders, if cancelled, are normally subject to a 100% Restocking Charge. However, Hобрé will review all items ordered and work done for the project to the date of cancellation to determine what can be returned to third party suppliers or utilized internally by Hобрé manufacturing and a partial credit may be possible after Hобрé review.

1.0 PROJECT COMMUNICATION

a) Purchaser

All technical and commercial communications with respect to this Purchase Order except as noted under the "Invoicing Instructions" and

Cenovus Energy Inc.
c/o Kleinfelder
Suite 2200, 700 - 6th Avenue S.W.
Calgary, Alberta T2P 0T8

Mary Carole Hanke
Procurement
Cenovus Foster Creek Phase 1C
Project Number: **MOC-11060**
Work Order Number: **3643499**

Main: (403) 255-4393
Direct: (587) 962-4089
Email: procurementca@kleinfelder.com

b) Seller

All technical and commercial communications with respect to this Purchase Order must be directed as follows:

Company Name: **Kentron Systems Inc.**
Address: **#700 - One Executive Place**
1816 Crowchild Trail N.W.
Calgary, AB T2M 3Y7
Contact: **Tina Orchard**
Phone: **(403) 208-5770**
E-mail: tina@kentron.ca

2.0 CONTRACT DOCUMENTS

The purchased equipment/material as described herein is to be supplied in strict accordance with the documents, as listed, which are hereby made as part of this Purchase Order.

3.0 PRICE BASIS

Purchase Order prices are in Canadian Funds, which are fixed, firm and not subject to revision nor escalation or any adjustments due to currency fluctuations through delivery.

4.0 PAYMENT TERMS

Net 60 days from receipt of a correct invoice per agreed to Progress Payments

5.0 GENERAL REQUIREMENTS

The Work shall include, but not be limited to, the supply of materials, labor, equipment and consumables that are required to deliver the deliverables identified.

In the event of a technical conflict between the documents included in this Purchase Order, the order of precedence is:

- The Technical notes included
- The Technical Specifications
- Latest edition of CSA Codes and other Standards and Codes required to be used during fabrication and testing.

6.0 DELIVERY SCHEDULE

The following delivery schedule shall apply:

a) Documentation:

Required documentation and submission dates are outlined on the attached 'Seller Drawings and Data Requirements' form. This represents Seller's contractual commitment for documentation.

b) Delivery of the Package

See Ship Date on Page 1 of Purchase Order

7.0 EXPEDITING INSTRUCTIONS/REQUIREMENTS

This order and all Sellers' sub-orders for major equipment and material, including Seller-furnished drawings and data, are subject to expediting action by Buyer and/or Owner. The Seller shall grant free access to his plant or plants (including sub-supplier plants) to Buyer's and/or Owner's Expediter for the purpose of establishing delivery dates.

In addition to, and without limiting the expediting and delivery requirements described in the General Conditions, Seller shall submit a project Production Schedule no later than two (2) weeks after receipt of the Purchase Order, after which it shall be submitted monthly until fabrication starts, and then every two (2) weeks until the completion of manufacturing. Production Schedule shall include, but not be limited to scheduled start and completion dates for engineering activities, material procurement and receipt, fabrication, sub-assembly, final assembly, testing and preparation for shipment to meet the required shipment date specified in the Purchase Order.

When requested, Seller shall furnish Buyer's Expediter with an unpriced copy of all Seller sub-orders for equipment and material to be purchased from sub-suppliers under this Purchase Order.

Seller shall notify Buyer, in writing, of any actual or anticipated delays immediately upon their discovery. Such notice will include estimated period of delay, cause of delay and corrective actions being taken by Seller and/or required by Buyer for expedited resolution.

8.0 SUBMISSION OF SELLER'S DOCUMENTATION

All Seller's documents, such as data sheets, test reports, drawings, quality certificates, inspection and test plans, shall be submitted electronically where feasible, and where not feasible, via courier accompanied by a transmittal letter clearly referencing the applicable "Purchase Order" and the applicable "Seller Data Requirements" form item number.

Seller to submit one (1) copy of sample data book for review/comment prior to submission of required number of Data Books.

9.0 MARKING AND HANDLING INSTRUCTIONS

The Seller shall be responsible for preparation for shipment.

The shipping terms are per INCOTERMS 2000 as described in "Incoterm Definitions" at the rear of this section and as noted on the face of the Purchase Order.

A copy of these instructions must be included and shall also apply to each of your Purchase Orders directed to sub-suppliers making shipments direct to Cenovus Energy Inc., Foster Creek.

DO NOT SHIP UNTIL RELEASED by Buyer, Owner or their authorized representative.

PURCHASE ORDER NUMBER, CORRESPONDING P/O ITEM NUMBER, WORK ORDER NUMBER AND EQUIPMENT AND/OR TAG NUMBERS MUST APPEAR ON ALL CONTAINERS, SHIPPING DOCUMENTS AND PACKING LISTS.

Prior to loading onto truck, equipment and piping shall be properly cleaned. Equipment and piping internals shall be free of dust, weld residues, and foreign objects.

All flange protrusions shall be covered by temporary plywood blinds or HDPE blinds. All pipe and tubing protrusions shall be sealed with polyethylene plugs. Floors and walls shall be swept, washed and air blown dry.

Heavy items to be shipped loose shall be disassembled, tagged and properly tied down to temporary wooden skids.

Fragile equipment and instruments shall be disassembled, tagged and packed in padded boxes with proper re-assembly instructions.

The entire skid shall be covered by tarp if for highway transportation.

Do NOT discard original packing materials from free issue suppliers in which ship loose items can be re-packaged.

One copy of the packing list must accompany each shipment.

On the day of shipment, email one (1) copy of the Packing List and Bill of Lading to each of the following:

Kleinfelder
Mary Carole Hanke
Main: (403) 255-4393
Direct: (587) 962-4089
E-mail: procurementca@kleinfelder.com

10.0 SHIPMENT MARKINGS

Gross Weight:

Dimension: (L x W x H):

Pkg. ____ of ____

Any contained or boxed shipments should clearly reflect right side up.

The equipment tag number, as it appears in the Purchase Order description, shall be imprinted on a non-corrosive tag and firmly attached to the item in such a manner that it cannot be easily torn off.

Any materials categorized as dangerous or hazardous goods to be so identified and shipped in compliance with the Workplace Hazardous Materials Information System (WHMIS).

Cenovus Special Instructions:

1. The Foster Creek Phase 1C Project is located at the Foster Creek SAGD commercial plant. The plant is located approximately 100 km north of Bonnyville, Alberta. The plant is situated within the Cold Lake Air Weapons Range (CLAWR) approximately 40 km north of the South Gate.
2. Delivery of material shall be coordinated in advance with the Buyer so that the Operations Construction Team is given at least 2 working days advance notice. Deliveries must arrive between the hours of 8:00 a.m. and 4:30 p.m.
3. Deliveries must be accompanied by all pertinent paperwork including items such as packing slips, waybills, MTR's, MSDS and cut sheets (for modules only).

11.0 INVOICING INSTRUCTIONS

To ensure prompt payment, invoices must include the following information:
Purchase Order number, Work Order number, Item number, Quantity, Material description
Tag numbers (if any), Unit price and extension, Total invoice value
GST Registration Number (Canadian suppliers only), AFE# and cost codes

Please submit all invoices electronically through the Open Invoice system. If you do not have an account, please contact elInvoicingOnboarding@cenovus.com to arrange set up and training.

Cenovus Energy Inc.
c/o Kleinfelder
Suite 2200, 700 - 6th Avenue S.W.
Calgary, Alberta T2P 0T8

Attention: Mary Carole Hanke
Procurement
Cenovus Foster Creek Phase 1C
Project Number: **MOC-11060**
Work Order Number: **3643499**

Main: (403) 255-4393
Direct: (587) 962-4089
E-mail: procurementca@kleinfelder.com

If you would like to be set up for Open Invoice (electronic submittal), please contact elInvoicingOnboarding@Cenovus.com.

If you are an Open Invoice Supplier note the following:

Submission Detail: (FCCL 00270/00273)

Company Name: Cenovus Energy Inc.
Customer Site: Cenovus Energy Inc.
Customer Department: Accounts Payable

Invoices shall be paid net 60 days from receipt of correctly rendered invoice.

Backup documents should consist of:

- a) Final inspection release signed by third parties' inspector
- b) Shipping documents supporting shipment of all items.

ADDENDUM TO PURCHASE ORDER # FC3-MOC11060-KLF-8001
Kentron Systems Inc.
Terms and Conditions

The following clauses replace the original clauses contained in the Terms and Conditions in their entirety. Except as specifically amended in this Addendum to Purchase Order, the Purchase Order shall remain unchanged and shall remain in full force and effect.

1.17 "Warranty Period" means (i) in the case of Goods, the period commencing on the date that the Goods are delivered, and ending on the later of eighteen months from delivery or twelve (12) months from installation; and (ii) in the case of Work, the period commencing the date Seller completes such Work or Cenovus accepts the Work, whichever is later, and ending twelve (12) months thereafter. Normal wear items or consumables are excluded.

7.1 Seller shall deliver Goods to the Delivery Point by the Delivery Date.

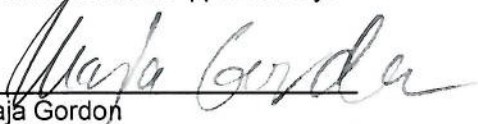
Section 14 is deleted in its entirety and replaced with the following:

Section 14 - Remedies

14.1 Seller shall provide factory trained personnel for onsite commissioning and site/remote service support to ensure proper installation and operation of the Goods supplied. Any deficiencies in the Goods must be identified by Seller on site at the time of installation, during operation or when returned to a designated location for inspection as to a warranty determination. Seller will respond with an appropriate action response plan to any Cenovus request within a three (3) day period to offer service personnel support on site. In case of a warranty claim, Cenovus shall send any goods under warranty to the Seller at its own expense and Cenovus shall bear costs arising from diagnosing, fitting and extending, installation, calibration, verification, starting up, loss of production, waiting time, downtime, packaging and transport.

New 16.6 Except for Seller's obligations under Articles 14 (Remedies), 15 (Infringement) and 21 (Confidentiality), Seller's total liability and indemnity obligations to Cenovus for Claims suffered by Cenovus shall not exceed the Purchase Price.

Final Addendum Approved By:


Maja Gordon

Date: Dec. 7/18



SELLER DRAWING AND DOCUMENT REQUIREMENTS

Order No.: FC3-MOC11060-KLF-8001

Purchase Order Date: _____

SUBMITTAL SCHEDULE:

After order is placed, unless otherwise noted, the following data submittal schedule shall apply:

QUOTATION: DATA DUE WITH QUOTATION

APPROVAL: DATA SUBMITTED NUMBER OF WEEKS AFTER PURCHASE ORDER APPROVAL

CERTIFIED: DATA DUE AT DELIVERY

P = Print copy (with Shipment)

E = Electronic copy to Kleinfelder Document Control:

KLFcenovusDC@kleinfelder.com

DOCUMENT COPIES REQUIRED

DATA SUBMITTALS:

Code	Data Description/Definition

w/Quotation Q	Approval A		Certified C
	# of Weeks	Date	

C - CALCULATIONS

C6 ENGINEERING CALCULATIONS
PSV, Probe Vibration, Cabinet Heating

	1E		1E
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D - DRAWINGS

D1 OUTLINE DRAWINGS
Plan/elevation drawings with overall dimensions, connection dimensions and ratings, and required clearances for assembly, operation, and maintenance access.

D3 EQUIPMENT ARRANGEMENT DRAWINGS
Relative dimensioned location of seller-supplied components

D4 PIPING AND INSTRUMENTATION DIAGRAM
Symbolic representation of equipment, piping, valves and instrumentation with identifying notations. ENGINEER STAMPED

D7 ASSEMBLY DRAWINGS
Relative location and dimensions of components and subassemblies required for field assembly.

D8 SUPPORT/FOUNDATION LOADING DIAGRAM
Identify/show distribution of loads and moments on foundations or support structures. Show maximum, design, and normal operating conditions.

D9 ANCHOR BOLT LOCATION AND DRAWINGS
Show size and dimensioned locations of anchor/support bolts to equipment centerlines in three planes. Include bolt length and projection and detail of installation.

D10 INSTRUMENT SCHEMATICS AND CONTROL DIAGRAMS

D13 ONE-LINE ELECTRICAL DIAGRAM
One line representation of an electrical power and/or control circuit.

D14 ELECTRICAL INTERCONNECTION DIAGRAM
Show interwiring of separate devices in a system, as to terminal point designations and physical arrangement.

D15 ELECTRICAL INTERNAL CONNECTION DIAGRAM
Show device or panel internal wiring.

D16 ELECTRICAL SCHEMATICS AND WIRING DIAGRAMS
Schematics and wiring diagrams including two-line diagrams showing all system devices with terminal numbers and location. (Note: Includes all work described in D12 through D15 above)

	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P
	1E		1E 1P

E - EQUIPMENT PERFORMANCE DATA

NOT REQUIRED

G - GENERAL

G1 VENDOR DATA SCHEDULE

Itemized list of supplier data with document titles and numbers referenced to buyer's VDR data item code number; include submittal dates/timing for issue.

G2 BILL OF INSTALLATION/ASSEMBLY MATERIALS

	1E		
			1E

SELLER DRAWING AND DOCUMENT REQUIREMENTS

Order No.: **FC3-MOC11060-KLF-8001**

Purchase Order Date: _____

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KLFCenovusDC@kleinfelder.com

DOCUMENT COPIES REQUIRED

DATA SUBMITTALS:

Code	Data Description/Definition	w/Quotation Q	Approval A		Certified C
			# of Weeks	Date	
	List of items fasteners, instruments, and subassemblies (with quantities and material specifications) required for field assembly/ installation. Identify items supplied.				
G3	UTILITY REQUIREMENTS Provide detailed startup, operation, and shutdown utility requirements and quantities required for each equipment items.		1E		1E
G4	EQUIPMENT WEIGHTS Empty, operating, shipping and hydrotest weight.				1E
G5	CATALOG DATA	1E			1E
G10	FABRICATION SCHEDULE		1E		
G12	STAINLESS STEEL TAGS				Yes

M - OPERATING AND MAINTENANCE INSTRUCTIONS

- M1 OPERATING INSTRUCTIONS**
Instructions for precommissioning, startup normal operation, off-design operation, emergency operation, and shutdown.
- M2 MAINTENANCE AND LUBRICATION RECOMMENDATIONS**
Recommended maintenance procedures and intervals, with lubricant descriptions, grades, and alternate supplier designations.
- M3 PRICED RECOMMENDED SPARE PARTS FOR STARTUP**
For-commissioning spares and for special maintenance handling tools. Include wearing parts such as bushing, seals, gaskets, which need replacement after startup, test and shutdown prior to production start; also gaskets and other similar components intervals, with lubricant descriptions, grades, and alternate supplier designations.
- M4 PRICED, RECOMMENDED SPARE PARTS FOR 2 YEARS**
- M7 EQUIPMENT MANUFACTURE OPERATION AND MAINTENANCE MANUALS**

			1E 1P
			1E 1P
1E			1E 1P
1E			1E 1P
			1E 1P

P - PROCEDURES

- P2 NON-DESTRUCTIVE (NDE) TEST PROCEDURES**
Provide procedures as applicable for radiographic, dye penetrant, magnetic particle or ultrasonic testing, positive material identification etc.
- P4 HYDROSTATIC or PNEUMATIC Test PROCEDURE (Cenovus Inspector Hold Point)**
- P6 ACCEPTANCE TEST PROCEDURE**
Manufacturer's procedure to determine that specified equipment operates according to purchase requirements.(Cenovus Shop Inspector Hold Point)
- P11 SHIPPING, HANDLING, PRESERVATION AND STORAGE PROCEDURES**

	1E		1E
	1E		1E
	1E		1E
	1E		1E

R - RECORDS AND CERTIFICATES

- R1 CRN Certificate**
- R3 INSPECTION TEST PLAN (ITP)**
- R12 HYDROSTATIC OR PNEUMATIC TEST CERTIFICATE**
- R15 MATERIAL TEST REPORTS (MTR) OR CERTIFICATES OF COMPLIANCE**
- R16 NON DESTRUCTIVE REPORTS**
- R18 CALIBRATION RESULTS REPORT**
Results of tests against accepted standards.
- R23 PSV DATA AND CERTIFICATION REPORTS**
- R25 ELECTRICAL EQUIPMENT CERTIFICATION RECORDS (CSA Certification)**
- R29 PERFORMANCE/ACCEPTANCE TEST REPORT**

			1E
	1E		1E
			1E
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			1E
			1E
			1E
			1E

SELLER DRAWING AND DOCUMENT REQUIREMENTS

Order No.: FC3-MOC11060-KLF-8001

Purchase Order Date: _____

SUBMITTAL SCHEDULE:

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KLFCenovusDC@kleinfelder.com

DOCUMENT COPIES REQUIRED

DATA SUBMITTALS:

Code	Data Description/Definition	w/Quotation Q	Approval A		Certified C
			# of Weeks	Date	

Vendor: Kentron Systems Inc.

Signed: [Signature]

Date: Nov 13, 2018

ADDITIONAL DRAWING & DATA REQUIREMENT INSTRUCTIONS

In the event of an Order, the following will be applicable:

1. Supplier shall submit all drawing and data requirements as outlined in the attached Drawings & Data Requirement Form. This schedule of data requirements shall be fulfilled before rendering final invoices.
2. All documents must show equipment numbers, Purchase Order numbers, and Supplier's own title, drawing and revision numbers.
3. Supplier shall submit all drawings and data in English.
4. Dimensions, weights, and measures for drawings to be in SI Units.
5. All documents shall be submitted to:

Kleinfelder
Suite 2200, 700 6th Avenue S.W.
Calgary, Alberta T2P 0T8

Attention: Melissa McEllistrum
Direct Line: (587) 962-4080
Email: KLFCenovusDC@kleinfelder.com
6. One (1) field copy of all Record Data is to be shipped with the equipment. This shall include all documents as listed in the Seller's Drawing and Data Requirements (SDDR). The Supplier shall make every reasonable attempt to have all requested data included.
7. Drawings and data approval does not relieve Supplier of his responsibility to meet purchase order conditions relating to duty specifications, material design or construction, and delivery requirements.
8. Supplier shall submit a set of electronic files of the final "Certified Correct" Supplier data and other final Supplier document in addition to the regular submittal of Reproducible and hard copies.
9. Final electronic data format, including drawings, shall be Acrobat file: pdf.
10. The supplier will abide by the following notes when submitting drawings to the buyer:
 - All final submissions shall be Certified As-Built drawings and documentation.
 - All inserts and documents in the manuals by Suppliers shall be Certified and As-Built drawings, documents and information.
 - Final Drawings are to be certified and show, adjacent to the title block; customers purchase order number and manufacturers' serial number.
11. An approved ITP is necessary before any work commences.
12. A Quality Surveillance Release Certificate countersigned by the supplier and QSR/TPI is necessary prior to shipping goods.
13. If the Supplier does not agree with an item identified in the SDDR, they must raise issue for resolution prior to Purchase Order issuance.

RFQ-MOC11060-KLF-8001

Quality Surveillance Levels

☐ **Level 0** **Cenovus Receiving Inspection ONLY**

☐ **Level 1** **Final Quality Surveillance**

- SCOPE:**
1. Final inspection upon completion of manufacture.
 2. Documentation review.
 3. Final Inspection Release
 4. Project Expediting

☒ **Level 2** **Limited Scope Quality Surveillance**

- SCOPE:**
1. Approval of manufacturer's QC system prior to award
 2. Pre-inspection meeting
 3. Visits as necessary for inspection during manufacture
 4. Witness of hold points and final testing
 5. Documentation review
 6. Final inspection release.
 7. Project Expediting

☐ **Level 3** **Full Scope Quality Surveillance**

- SCOPE:**
1. Approval of manufacturer's QC system prior to award
 2. Agreed Quality Plan prior to manufacture
 3. Pre-inspection meeting
 4. Frequent monitoring and inspection at discretion of Buyer and/or Representative during manufacture
 5. Witness of all testing
 6. Full documentation review
 7. Final inspection release.
 8. Project Expediting

☐ **Level 4** **Resident Quality Surveillance**

- SCOPE:**
1. Approval of manufacturer's QC system prior to award
 2. Agreed Quality Plan prior to manufacture
 3. Pre-inspection meeting
 4. Continual monitoring and inspection during manufacture
 5. Witness of all testing
 6. Full documentation review
 7. Final inspection release.
 8. Project Expediting

1. DEFINITIONS

- 1.1 "Affiliate" means any person who: (i) controls either directly or indirectly a party; or (ii) is controlled directly or indirectly by such party; or (iii) is directly or indirectly controlled by a person who directly or indirectly controls such party. "Control" and related terms including "controlling" and "controlled" shall mean (for the purposes of the definition of "Affiliate" only) the possession, direct or indirect of: (i) in the case of a corporation, the power to vote more than 50% of the securities having ordinary voting power for the election of directors of such corporation; and (ii) in the case of a partnership (general or limited), joint venture or other person, either (1) the power to exercise more than 50% of the voting rights in such person; or (2) the power to cause the direction of the management and policies of such person. "Person" shall include (for the purposes of the definition of "Affiliate" only) an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.
- 1.2 "Claim(s)" means, any and all actions, proceedings claims, demands, losses, costs, damages, penalties, fines, remedial obligations, interest, legal and other expenses of whatever nature, including legal fees on a solicitor-client basis.
- 1.3 "Consequential Damages" means any or all loss of product, production, revenue, profits (actual or anticipated), use, business opportunity, and consequential loss of any similar kind arising out of or in connection with this Purchase Order.
- 1.4 "Delivery Date" means the date(s) by which Seller shall deliver the Goods and complete the Work (if any), as specified in this Purchase Order.
- 1.5 "Delivery Point" means the location to which Seller shall deliver the Goods, as specified in this Purchase Order.
- 1.6 "Cenovus" means Cenovus Energy Inc., Cenovus FCCL Ltd. as Operator for FCCL Partnership, Cenovus TL ULC as Operator for Telephone Lake Partnership, Bruderheim Energy Terminal Ltd., or any Affiliate identified in the Purchase Order.
- 1.7 "Cenovus Policies" means the policies and practices set out in "Contractor Connection" located on www.cenovus.com and such other policies and practices and amendments, as are identified by Cenovus to Seller from time to time.
- 1.8 "Goods" means all goods, materials, equipment, supplies, component(s), software and information to be supplied by Seller as specified in this Purchase Order.
- 1.9 "herein"/"hereunder" means in/under this Purchase Order.
- 1.10 "include(s)"/"including" means include(s)/including without limitation.
- 1.11 "Laws" means all applicable federal, provincial, state, territorial and municipal laws, by-laws, statutes, regulations, rules, orders, ordinances, directives, permits, standards, codes and licenses.
- 1.12 "Purchase Order" means the face of this Purchase Order, these Terms and Conditions, specifications, drawings and attachments, exhibits and documents referenced therein.
- 1.13 "Purchase Price" means the price for Services set forth in this Purchase Order.
- 1.14 "Representatives" means the employees, subcontractors, suppliers, contractors, agents, invitees and any other representatives of a party.
- 1.15 "Seller" means the party named in the Purchase Order as the supplier of Services to Cenovus.
- 1.16 "Services" means the Work and Goods.
- 1.17 "Warranty Period" means (i) in the case of Goods, the period commencing on the date that Cenovus accepts physical possession of the Goods, or if installed by Seller, the date of such installation, and ending eighteen (18) months thereafter; and (ii) in the case of Work, the period commencing the date Seller completes such Work or Cenovus accepts the Work, whichever is later, and ending twelve (12) months thereafter.
- 1.18 "Work" means the services, work or task to be performed for Cenovus as specified in this Purchase Order.

2. ACCEPTANCE

- 2.1 Seller's verbal or written acceptance of the Purchase Order or Seller's performance of any Services shall constitute acceptance of the Purchase Order in its entirety. Upon such deemed or actual acceptance, Seller shall comply with the terms and conditions of this Purchase Order.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 3.1 Seller expressly represents and warrants that all Services shall during the Warranty Period:
- 3.1.1 be free of any liens, encumbrances or claims and Seller has full right and authority to sell the Goods;
- 3.1.2 conform to Cenovus' specifications (including any performance guarantees), be fit for the intended purpose where a purpose is identified or, where no such purpose is identified, fit for its ordinary purpose, be of at least acceptable industry standards, be of good material and workmanship and be free from defects in design, materials and workmanship;
- 3.1.3 be new and of the best quality in every respect, unless otherwise specified in the Purchase Order;
- 3.1.4 comply with all Laws, including those pertaining to manufacturing, supply and delivery, and meet or exceed the minimum standards required by the Canadian Standards Association and any applicable governmental authorities; and
- 3.1.5 comply with the standards set out in section 4.1.
- 3.2 Seller shall assign to Cenovus all subsisting assignable warranties relating to the Services, including warranties of dealers, manufacturers, sellers, suppliers, installers, subcontractors and providers of maintenance and overhaul facilities. If any

such warranties are not assignable, Seller will take such action, at its own expense, as Cenovus may reasonably request to enforce any such warranties.

4. PERFORMANCE AND POLICY

- 4.1 Seller shall perform and complete all Services hereunder in an efficient, skilful, diligent, workmanlike, professional and competent manner in accordance with good business and technical skills applicable to such Services and the Seller's expertise, and in accordance with generally accepted industry standards, unless a higher standard has been specified, in which case the higher standard shall apply.
- 4.2 Seller shall furnish all skills, labour, supervision, parts, equipment, materials, personal protective equipment, and supplies required therefore at its own cost and expense unless otherwise expressly stated.
- 4.3 Seller shall promptly pay all amounts due for labour, parts, equipment, materials and supplies in the performance of the Services hereunder. If any lien or charge is registered in respect thereof, Seller, at its sole expense, shall promptly effect its discharge.
- 4.4 Seller shall obtain and maintain all permits and licenses required to authorize it to perform its obligations hereunder.
- 4.5 Seller shall abide by all security agreements put in place at Cenovus' places of business. Seller warrants that all software and document files provided by Seller and used in the performance of Services are virus free.
- 4.6 Seller shall avoid situations where any of its interests conflict, could potentially conflict or could appear to conflict with its obligations and duties to Cenovus. Seller shall immediately advise its Cenovus supervisor of any actual, potential or perceived conflict of interest situation that it becomes aware of.
- 4.7 In performing its obligations hereunder, Seller shall comply with the Laws and the Cenovus Policies, including those pertaining to environmental, health and safety. Seller shall have strict regard for any hazards identified in the site orientation.
- 4.8 Seller shall ensure that its Representatives are aware of and comply with all of Seller's obligations hereunder.
- 4.9 In the event of any conflict between the Law, Cenovus Policies and industry standards, the stricter or higher standard shall apply.

5. SERVICES

- 5.1 For Services conducted on a Cenovus worksite: (1) Seller shall have in place environmental, health, safety and drug and alcohol programs which comply with all Laws, Cenovus Policies and industry standards. Cenovus may audit such Seller programs; and (2) Seller shall interfere minimally with the operations of Cenovus and other contractors, and shall adequately protect all persons and property of Cenovus and others from damage, injury or loss. Seller shall leave the worksite clear of its tools, equipment, and waste. Seller shall immediately notify Cenovus of any accident in connection with the provision of the Services.
- 5.2 All documentation, analysis, compilations, studies, reports, data, charts, digital media, drawings, sketches, calculations, correspondence, maps or other information developed, prepared or compiled by Seller for Cenovus in providing the Services shall be Cenovus' exclusive property for use by Cenovus without limitation. Any drawings, specifications, documents or data furnished by Cenovus to Seller shall remain the property of Cenovus and shall be promptly returned to Cenovus upon completion of the Services unless otherwise specified in writing by Cenovus.
- 5.3 Seller shall ensure that all tools, machinery and equipment used in providing the Services are maintained and used in accordance with manufacturer's specifications and recommendations and good engineering and operational practices.

6. PACKING AND SHIPPING

- 6.1 Seller shall comply with all Laws, Cenovus Policies and industry standards respecting the safe and proper handling, packing, transportation, cartage, delivery, use or mode of employment of the Goods.
- 6.2 Seller shall provide Cenovus with all relevant information concerning the safe and proper mode of employment, handling, use and implementation of Goods and Cenovus shall have the full right to duplicate and use such information, including drawings, manuals and technical documentation, for any purpose relating to the safe and proper mode of employment, handling, use and implementation of the Goods, including the purchase and repair of replacement parts.
- 6.3 Seller shall identify hazardous or toxic Goods with warning labels and shall provide Cenovus with written instructions concerning potential hazards in connection with the Goods and recommend procedures for the handling, transportation and maintenance of such Goods. Where applicable, Seller shall ensure that the Goods are properly classified in accordance with Workplace Hazardous Materials Information System legislation and shall provide health and safety data for such Goods.

7. DELIVERY

- 7.1 Seller shall deliver Goods to the Delivery Point by the Delivery Date. In addition to Cenovus' other rights and remedies, if Seller fails to do so, then at Cenovus' sole discretion, Seller shall indemnify Cenovus for any resulting Claims (including any pre-estimate of damages expressly identified in this Purchase Order) and this Purchase Order shall remain in full force and effect, or Cenovus may cancel all or a portion of the Purchase Order and purchase the Goods elsewhere and Seller shall reimburse Cenovus for the cost of the Goods and any other resulting Claims and Cenovus shall have no further liability to Seller in respect of such Goods.
- 7.2 Cenovus is not obligated to accept any Goods that do not comply with any provision of this Purchase Order. Cenovus is not required to accept partial or incomplete delivery, unless the parties have agreed to delivery by instalments and delivery is performed in accordance with such agreement. Acceptance of any partial delivery shall not bind Cenovus to accept any future shipments.

8. INSPECTION OF GOODS

- 8.1 Upon reasonable notice during regular business hours Cenovus or its nominee shall have full access to the place where Goods are being manufactured and the right to

inspect and test all materials being incorporated into the Goods. Any inspection, acceptance or testing of Goods by Cenovus, or failure to do so, shall not relieve Seller of its obligations hereunder. Cenovus may cancel all or any part of this Purchase Order, notwithstanding acceptance, testing or inspection of Goods.

9. TITLE AND RISK OF LOSS

9.1 Title to the Goods (which do not form part of the Work), or part thereof, shall be vested in Cenovus when the first of the following events occurs: a) the Goods, or part thereof, are first identifiable as being appropriated to the Purchase Order; b) Cenovus pays for the Goods, or part thereof; or c) the Goods, or part thereof, are delivered to the Delivery Point.

9.2 Care, custody, control and risk of loss of the Goods shall remain with the Seller until Cenovus takes physical possession and accepts delivery of the Goods.

9.3 Title to Goods which form part of the Work shall pass to Cenovus upon the earlier of delivery to the Cenovus site or incorporation into the facility. Seller shall be solely responsible for all loss, damage or destruction of such Goods and the Work in progress until the Work is completed and accepted by Cenovus. Seller shall promptly replace all Goods so lost, damaged or destroyed at its sole risk and expense.

9.4 Acceptance of title and risk by Cenovus shall not prejudice any rights or remedies of Cenovus hereunder or at law, regardless of any receipt executed by Cenovus.

10. CHANGES

10.1 Cenovus may, at any time, upon written or verbal notice to Seller, make any changes to the Purchase Order (including changes pertaining to quantity, quality, nature, timing and delivery). If any change increases or decreases the cost or time required for Seller's performance then, as soon as practicable, Cenovus and Seller shall agree to an equitable adjustment to the Purchase Price and/or delivery schedule, as applicable. Seller shall not delay the performance of its obligations hereunder while the parties settle issues of price and performance. Seller shall not, without Cenovus' prior written authorization, alter, substitute or add to the Services. Seller is not entitled to payment for unauthorized Services.

11. PRICE AND TAXES

11.1 Unless otherwise specified in the Purchase Order, the Purchase Price includes all charges for the Services and any ancillary items necessary to complete the Services. The Purchase Price shall include packing, crating, marking, transportation, bracing and dunnage, unloading, assembly, installation, fees or charges of any kind incurred by Seller and profit, and Cenovus shall not be charged additional amounts. The Purchase Price shall be fixed unless otherwise stated.

11.2 The Purchase Price shall exclude duties and assessments of any kind, GST/HST, PST, any other tax on the recipient of goods and services and any other sales or similar taxes. All such taxes and charges shall be shown as separate items on Seller's invoice and the invoice shall bear Seller's GST/HST and PST registration numbers if applicable.

11.3 Seller is exclusively liable for and shall pay before delinquency all taxes, assessments, duties, lienable claims, charges or other impositions imposed or levied on Seller or Cenovus in respect of the Services furnished hereunder (except GST/HST or PST payable by Cenovus) and Seller shall indemnify Cenovus against all Claims incurred due to Seller's failure to do so.

12. PAYMENTS AND INVOICES

12.1 Unless otherwise stated in the Purchase Order, Seller shall submit its invoices for completed Work after inspection and approval of the Work by Cenovus and for Goods after the Goods have been delivered to the Delivery Point and accepted by Cenovus. Cenovus shall pay any portion of the invoices not subject to withholding, deduction or set off within 90 days of receipt, provided the invoices show a complete and accurate statement of charges, net of any discounts received or given by Seller, and conform to the Purchase Order.

12.2 Invoices shall only contain charges based on the Purchase Price, shall comply with Article 11 and shall be accompanied by all applicable work tickets, third party invoices and any other supporting documentation requested by Cenovus.

12.3 Invoices shall be submitted to the address identified in this Purchase Order, and shall set out the Seller's vendor number, the Cenovus business contact name, the Cenovus business unit and any other billing information requested by Cenovus.

12.4 Any discounts shall be computed from the date Cenovus receives an invoice in compliance with this Purchase Order.

13. WITHHOLDING PAYMENT, DEDUCTIONS AND SET-OFF

13.1 Cenovus may, in its sole discretion, withhold payments or deduct amounts due to Seller without liability or interest: a) until satisfied as to the quality and performance of the Services and/or the payment of all amounts required to be paid by Seller under this Purchase Order including all payments for labour, services, materials and supplies; b) for any claim or liabilities which may be the basis of a Claim made by a third party; c) for any other matter in dispute until the dispute is settled; d) for any costs incurred by Cenovus due to Seller's negligence or breach of its obligations hereunder; and e) in accordance with any Law, including holdbacks for labour or materials.

13.2 Any amount withheld or deducted shall correspond to the amount in issue, as determined by Cenovus in its sole discretion, to the extent it deems necessary, and any payments or adjustments in respect of such amount shall be made in accordance with the resolution of the matter in issue. Cenovus may deduct and set-off any amounts owed by Cenovus to Seller hereunder, from any amount owed to Seller by Cenovus under any contract Cenovus has with the Seller.

14. REMEDIES

14.1 If any Services are not provided in accordance with the provisions of this Purchase Order, including any specifications made by Cenovus pertaining to quality, quantity, Delivery Date and Delivery Point, and any other representations and warranties, Cenovus shall be entitled to any or all of the following remedies, without prejudice to any other right or remedy that Cenovus may have:

14.1.1 at any time cancel or suspend all or any part of the Purchase Order;

14.1.2 reject the Goods and return them to Seller at Seller's sole risk and expense on Seller's instructions. If Seller does not provide instructions within a reasonable time after request then the Goods will be disposed of as determined by Cenovus at Seller's risk and expense. Upon request Seller shall promptly refund to Cenovus any money paid for Goods that are returned or disposed of;

14.1.3 require Seller to remediate any of the deficiencies as follows:

14.1.3.1 Cenovus shall notify Seller of any deficiencies in the Services and Cenovus shall, at its convenience, make the deficient Services available to Seller for remediation. Seller, at its sole cost, risk and expense, shall thereafter promptly and within a time frame acceptable to Cenovus, correct any defect, including repairing or replacing any defective parts (which decision to repair or replace shall be at Cenovus' discretion), and re-performing any Services. Seller shall re-perform any performance tests that may be required for the achievement of the performance guarantees;

14.1.3.2 If, after 3 (three) days notice to Seller, the deficiency is not corrected or Cenovus is of the opinion, in its sole discretion, that it cannot be corrected by Seller within a time acceptable to Cenovus, Cenovus may correct the deficiency and the total cost of such correction, including all labour, materials, transportation, services, including re-performance of Services and any performance tests, shall be charged to Seller;

14.1.3.3 Notwithstanding sections 14.1.3.1 and 14.1.3.2, if remediation of a deficiency is required on an urgent basis, Cenovus may notify Seller to remediate it on an urgent basis. If Cenovus is of the reasonable opinion that Seller will be unable to remedy the deficiency within the time required by Cenovus, Cenovus may correct the deficiency and the total cost of such correction, including all labour, materials, transportation, services, including re-performance of Services and any performance tests, shall be charged to Seller.

14.2 The obligation to remediate deficiencies in the Services shall continue and survive until the deficiencies are corrected, notwithstanding the expiry of the initial Warranty Period. Any deficiencies that are corrected pursuant to section 14.1.3 shall be subject to remediation on the same basis as provided in this Article 14 for a further 12 months after the correction of such deficiencies.

15. INFRINGEMENT

15.1 Seller shall not provide Services which infringe any trade secret, trademark, copyright, patent, confidential know-how, moral rights or other intellectual property rights ("Intellectual Property") rights of a third party.

15.2 If all or any portion of the Services infringe any third party Intellectual Property rights then Cenovus shall be entitled, in its sole discretion to:

15.2.1 Terminate the Purchase Order in accordance with section 18.1.1 or suspend it in accordance with Article 20; or

15.2.2 Require Seller, at no expense to Cenovus and within a time frame acceptable to Cenovus, to a) procure for Cenovus the right to use such infringing third party Intellectual Property; or b) replace or modify those Services containing such Intellectual Property to make such Services non-infringing, while yielding substantially equivalent results to the Services as specified in the Purchase Order.

15.3 Seller shall defend, indemnify and save harmless Cenovus from and against all Claims which Cenovus may suffer, sustain, pay or incur in connection with or arising out of actual or alleged infringement in connection with the Services.

16. LIABILITY AND INDEMNITY

16.1 Seller shall:

16.1.1 Be liable to Cenovus and its Affiliates, and their respective Representatives, directors and officers (in the remainder of this Article called "Cenovus") in respect of; and

16.1.2 Indemnify and hold Cenovus harmless from and against

any and all Claims which may be brought against or suffered by Cenovus or which it may sustain, pay or incur by reason of any matter or thing arising out of or in any way attributable to any a) breach of this Purchase Order by Seller; or b) negligent acts or omissions, other tortious acts, strict liability offences or wilful misconduct of Seller or any of its Representatives, or any of their respective directors and officers in connection with, related to or arising out of the performance, purported performance or non-performance of this Purchase Order

including any relating to or resulting from: (i) deficient or defective Services, (ii) damage or destruction to property, (iii) imperfections in material furnished by Seller or Cenovus (if reasonably obvious) or equipment, (iv) environmental damage (v) Intellectual Property rights (including infringement), (vi) confidentiality obligations (vii) non-compliance with Laws or Cenovus Policies (including any pertaining to environment, health or safety) (viii) any alleged claim, lien or encumbrance arising in connection with the Purchase Order (ix) failure to pay when due taxes, duties and other like charges for which Seller is responsible, or (x) any cause whatsoever, except to the extent otherwise provided in the remainder of this Article 16.

16.2 Subject to section 16.3, neither party shall be liable to the other for Consequential Damages.

16.3 Nothing herein shall exclude or limit Seller's liability for Claims sustained or incurred by Cenovus as a result of third party Claims against Cenovus that arise out of the performance, non-performance or purported performance of this Purchase Order by Seller or its Representatives.

16.4 In addition to any rights and remedies of Cenovus (including damages), Cenovus shall be entitled to injunctive and other equitable relief in order to protect Cenovus' rights and property as set out in Articles 19 (Use of Name) and 21 (Confidentiality).

16.5 Cenovus shall have the right at its option to participate in the defence of any Claim against Cenovus without relieving Seller of its obligations hereunder in respect of the defence of such Claim and costs thereof.

17. INSURANCE

17.1 If Seller performs any Services on a Cenovus site, then Seller shall, without limiting any of its obligations or liabilities hereunder, obtain and continuously carry for the duration of the Services and cause its subcontractors to obtain and carry at all times the following insurance, with insurers satisfactory to Cenovus in the amounts stated below, unless higher amounts are specified by Cenovus:

17.1.1 Workers' Compensation coverage in accordance with the applicable jurisdiction, and, if not covered by Workers Compensation, Employers' Liability Insurance (with limits not less than \$ 1,000,000.00 per occurrence) covering Seller and all Representatives performing Services;

17.1.2 Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000.00 for each occurrence or incident, including coverage for bodily injury and death and personal injury, injury or destruction of property (including loss of use or occupancy), contractual liability, tortious liability, contractor's protective liability, products liability, completed operations liability, cross liability, severability of interest, non-owned automobile liability and occurrence basis property damage;

17.1.3 If motor vehicles are used in the course of performing the Services, automobile liability insurance covering all motor vehicles owned, or non-owned, operated, used or hired with an inclusive bodily injury, death and property damage limit of not less than \$2,000,000.00 per occurrence;

17.1.4 such other insurance as may be required by Cenovus, which may include coverage for construction machinery, aircraft or watercraft.

17.2 Seller's insurance policies set out in section 17.1 (excluding Workers' Compensation and automobile liability insurance) shall include Cenovus and its Affiliates and their respective directors, officers, employees, sellers and agents as additional insureds, and shall waive any rights of transfer or subrogation against Cenovus and the additional insureds, to the extent of Seller's liabilities and indemnities hereunder.

17.3 Seller shall be responsible for all deductibles in its insurance policies.

17.4 Upon request, Seller shall provide Cenovus with valid certificates of insurance confirming that such insurance is in full force and effect.

17.5 Seller shall ensure that the insurance policies above-referenced contain a provision requiring insurer to give Cenovus not less than 30 days prior written notice of cancellation or material change. The insurance maintained by Seller hereunder shall be primary to any other insurance available to the extent of Seller's liability and indemnity obligations hereunder.

18. TERMINATION

18.1 Cenovus may, upon giving written notice to Seller:

18.1.1 immediately terminate all or any part of this Purchase Order upon Seller being subject to any insolvency, receivership, reorganization, bankruptcy or similar proceedings; Seller being in breach of any of its obligations hereunder and failing to cure such breach within the time expressly provided for in this Purchase Order, and if no such time is provided for, within 3 (three) calendar days, or any other shorter or longer time specified by Cenovus after receipt of notice; or if Seller assigns, subcontracts, or transfers any of its rights or obligations hereunder without Cenovus' prior written consent; or

18.1.2 terminate the Purchase Order or any part thereof immediately without cause.

18.2 Upon receipt of notice pursuant to section 18.1, Seller shall cease all operations hereunder except as directed by Cenovus and take all reasonable steps to mitigate any resulting costs or losses.

18.3 In the event of termination pursuant to section 18.1.1, Cenovus shall pay Seller for those Services properly provided up to the effective date of termination, less any reasonable costs incurred by Cenovus in having the Services provided by others and less any other reasonable amounts properly chargeable against Seller. In the event that such results in a credit to Cenovus, Seller shall immediately refund such amount to Cenovus.

18.4 In the event of termination pursuant to section 18.1.2 and unless otherwise stated, Cenovus' only obligation to Seller shall be to pay Seller for its reasonable and substantiated direct costs for Services provided up to the effective date of termination and any costs incurred or committed to by Seller that are neither cancellable nor recoverable and for which Cenovus has not otherwise already paid.

18.5 Upon termination of the Purchase Order, Cenovus shall have no further liability to Seller except for the payments pursuant to sections 18.3 and 18.4 above and Cenovus shall not be liable to Seller for any Claims, including Consequential Damages, resulting from termination.

18.6 Articles 16 (Liability and Indemnity), 19 (Use of Name); 21 (Confidentiality) and 28 (Limitations Act) shall survive termination or completion of the Purchase Order.

19. USE OF NAME

19.1 Seller shall not use the name, logos or trade marks of Cenovus or any of its Affiliates in any advertising, promotional material or publicity release (in any media whatsoever, including electronic or web-based) without Cenovus' prior written consent.

20. SUSPENSION

20.1 At any time Cenovus may suspend the performance of Seller's obligations hereunder, with or without cause.

21. CONFIDENTIALITY

21.1 Seller shall, and shall cause its Representatives to, keep secret and confidential during the performance of the Services and for a period of 5 (five) years thereafter all information, written or oral, received from Cenovus or any other source which is or may be either applicable or related in any way to the assets, business or affairs of Cenovus or its Affiliates, and shall not disclose such information to any third party or use it for any purpose other than for the performance of the Services. Such confidence shall not apply to information: (a) which at the time of disclosure is in the public domain; (b) which after disclosure is published or otherwise becomes part of the public domain through no fault of Seller or any of its Personnel (but only after it is published or otherwise becomes part of the public domain); (c) not subject to any confidentiality obligations, and which Seller can show was in its possession prior to disclosure hereunder; (d) which Seller can show was received after the time of

disclosure hereunder from a third party who did not require that it be held in confidence and who did not, to Seller's knowledge, acquire it, directly or indirectly, from Cenovus or a third party under an obligation of confidence; or (e) which was independently developed and Seller can provide written evidence thereof. Seller shall comply with any other reasonable confidentiality requests of Cenovus which may include execution of a confidentiality letter or agreement.

22. MILITARY RANGE INSTRUCTIONS

22.1 Where Services are provided on the Suffield Military Range in south-eastern Alberta, Seller acknowledges receipt of and shall ensure compliance with "Instructions To All Oil and Gas Personnel including Farmeers, Sellers, Service Companies, Consultants And Others Working In Or Entering The Suffield Block.

22.2 Where Services are provided on the Cold Lake Air Weapons Range in north-eastern Alberta, Seller acknowledges receipt of and shall ensure compliance with "Instructions to all Cenovus Personnel including Partner Companies, Sellers, Service Companies, Consultants And Others Working within Or Entering The Cold Lake Air Weapons Range (CLAWR) and "Chapter 7 of Special Range Orders for Alberta Energy Company Ltd.", or any directions of "Cenovus Range Safety and Co-ordination Centre", as the case may be.

22.3 If Seller breaches any of its obligations in this Article 22, Cenovus shall be entitled to immediately terminate the Purchase Order and, at Seller's cost and risk, to take whatever other action it deems appropriate to remedy such breach. Reference to the above documents includes those that supplement, amend, or replace such documents.

23. AUDIT

23.1 Upon providing written notice to Seller, at any time during normal business hours until 3 (three) years after completion of the Services or earlier termination of this Purchase Order, Cenovus or its nominees shall have the right to inspect and audit the Seller's records and accounts in relation to Seller's obligations hereunder, and in relation to duty and tax payments (for the purpose of recovering any potential overpayments or for the purpose of obtaining relief from government authorities on any payments for duty or taxes assessed on the Goods).

23.2 For a period of 3 (three) years after completion of the Services or earlier termination of this Purchase Order Seller shall maintain accurate and complete records and accounts pertaining to the Services and shall preserve them until any claims or discrepancies are resolved, notwithstanding the aforesaid 3 (three) year retention period. Seller shall provide copies of invoices, product literature, customs documents, returns and any other documents as required to support claims filed by Cenovus. Seller shall respond to any claim resulting from the audit within 30 days of receipt and shall rectify the matter or reimburse Cenovus appropriately.

24. INDEPENDENT CONTRACTOR

24.1 Seller shall be an independent contractor with respect to the performance of this Purchase Order and shall not hold itself out as Cenovus's agent or representative.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 Seller shall not assign, subcontract, or transfer any of its rights or obligations hereunder without Cenovus's prior written consent.

26. FORCE MAJEURE

26.1 Either party shall be excused from performance of this Purchase Order when and to the extent performance is delayed or prevented by any occurrence, without any fault or negligence of the claiming party, that is beyond reasonable control and cannot be prevented or mitigated ("force majeure"). The party wishing to invoke this Article 26 shall promptly notify the other in writing of the cause, upon which it relies, including reasonably full particulars in respect thereof and likely duration of such circumstances.

26.2 Seller shall give Cenovus written notice if the Services are, or will likely be, delayed for more than 7 (seven) days due to force majeure, in which case Cenovus may either cancel all or a portion of Purchase Order or authorize any necessary delays and adjustments (including reductions in quantity, nature or extent of the Goods or Services ordered) and in no event shall Cenovus be liable to Seller for any Claims, including Consequential Damages.

27. NOTICES

27.1 All communication given hereunder shall be in writing and may be delivered personally or by facsimile, e-mail, courier or registered mail to the recipient's address set out on the face hereof.

27.2 Any notice or other communication delivered personally or by courier shall be deemed to have been given on the date delivered, any delivery by facsimile or e-mail shall be deemed to be given as at the commencement of the next following business day, and any notice or other communication given by prepaid mail shall be deemed to have been received on the 5th business day following deposit in the mail. In times of labour strikes or slow-downs affecting the mail delivery, notice shall be effective only if delivered. Any party may change its address for service by notice in writing served as set out above.

28. LIMITATIONS ACT

28.1 The 2 year period for seeking a remedial order under section 3(1)(a) of the Limitations Act, R.S.A. 2000 c. L-12, as amended, for any claim (as defined in the Act) arising in connection with this Purchase Order is extended:

28.1.1 for claims disclosed by an audit, to 2 years after the time this agreement permitted that audit to be performed; or

28.1.2 for all other claims, to 4 years.

29. GENERAL PROVISIONS

29.1 This Purchase Order is the entire agreement between Seller and Cenovus respecting the subject matter and supersedes and replaces all other prior written or oral agreements between the parties (or any of their predecessors) respecting the subject matter and shall only be amended by both parties in writing. In the event of any conflict between the terms and conditions of this Purchase Order and any other document, or the face page of the Purchase Order, the terms and conditions of this Purchase Order shall take precedence. Although Cenovus may from time to time sign or receive Seller's field tickets, forms for receipt, acknowledgements,

documentation, terms of service or similar forms, the terms and conditions associated with such forms or similar forms (by whatever title) shall not amend, modify, waive or release any aspect of this Purchase Order and Cenovus rejects any terms and conditions contained in any document which has been or may be provided by Seller to Cenovus.

- 29.2 This Purchase Order shall be governed by the laws of the Province of Alberta (excluding conflicts of laws) and the parties hereto each irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
- 29.3 This Purchase Order shall be subject to the Laws pertaining to the locations where the Services are provided, including those jurisdictions through which Goods are transported.
- 29.4 If any provision of this Purchase Order is or becomes illegal, invalid or unenforceable, such provision shall be deemed to be separate and severable from this Purchase Order and in all other respects this Purchase Order shall continue in full force and effect.
- 29.5 The parties hereto expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 29.6 Cenovus shall be entitled to strict performance of Seller's obligations hereunder, and such right shall not be affected by any prior waiver, forbearance or course of dealing. Any waiver by Cenovus of its rights hereunder shall not be binding unless in writing and signed by Cenovus.
- 29.7 Time shall be of the essence for the provision of the Services.
- 29.8 The rights and remedies herein are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise and shall extend to Cenovus, its successors, and assigns.
- 29.9 The covenants, conditions, provisions and warranties contained in this Purchase Order shall not terminate upon supply of the Goods or performance of the Work, but to the extent that they have not been fulfilled and satisfied, shall remain in full force and effect.
- 29.10 The Purchase Order may be executed and delivered by the parties in counterpart (each of which shall be considered for all purposes an original) and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, the counterparts shall together constitute one agreement.
- 29.11 Cenovus FCCL Ltd. has been appointed and authorized by FCCL Partnership, and Cenovus TL ULC has been appointed and authorised by Telephone Lake Partnership (each individually and as the context requires, the "Partnership") to administer the assets of the Partnership on behalf of the Partnership and to represent the Partnership in all respects in relation to the operation of the Partnership's assets. Except as expressly provided for in this Agreement, the provisions of this Agreement are for the benefit of the Parties and the Partnership.

2.0 Datasheets

GENERAL	1	Tag No.	Equipment No.	05 -AIT -5122A		FC3-05-BU-0514				
	2	Line No.	P&ID No.	FG-ASA-12-2500-38H-GT1		FC3-42-PID-05-0024-002				
	3	Line Size	Line Schedule	12 in		STD				
	4	Service	V-0501A Fuel Gas Mix Drum Outlet							
	5	Area Classification	Approvals	Class 1, Zone 2, Group IIA		CRN, CSA, NACE				
	6	Analyzer Function								
PROCESS	7	Fluid / Phase / State		Fuel Gas		Single phase				
	8			Units	Min.	Oper.				
	9	Sample Tap Pressure		kPa-g	250	350				
	10	Sample Tap Temperature		°C	25	40				
	11	Return Tap Pressure		kPa-g		5				
	12	Return Tap Temperature		°C		10				
	13	Flow Rate (Sampled Process Line)		Sm³/h	26375	35167				
	14	Specific Gravity	Molecular Weight	0.668		19.71				
	15	Viscosity	Process Flow Velocity	0.012		35.3				
	16	Ambient Temperature	Atmospheric Pressure	5 to 35 °C		93.5 kPa-a				
	17	Bubble Point @ Flow	Dew Point @ Flow			2.1				
	18	Sample Tap Design: Pressure	Temperature	450	kPa-g	170				
	19	Return Tap Design: Pressure	Temperature	745	kPa-g	200				
DETECTOR	20	Tag No.	Model No.	See 05-AE-5122A data sheet		See 05-AE-5122A data sheet				
	21	Type	Diffusion / In-Situ							
	22		Sampling							
	23	Material	Length							
	24	Cable Length	Cable Entry							
	25	Process Connection	Enclosure							
	26	Location								
	27	Stack I.D.								
	28									
ANALYZER	29	Model		Dual Cell						
	30	Type		(PA-TDL) Photo Acoustic-Tunable Diode Laser						
	31	Location		Inside						
	32	No. of Channels	Output Signal	2	4 x 4 - 20 mA					
	33	Communication	Span	Modbus over TCP/IP / RS485		TBC at FAT				
	34	Zero Adjustment	Response Time Max.			120 - 180 seconds				
	35	Accuracy	Repeatability	± 1% H2S		± 1% of reading				
	36	Sensitivity	Linearity			± 3% of reading				
	37	Drift	Temp. Compensation	TBC at FAT						
	38	Cable Type	Conduit Connection							
	39	Power Supply	Enclosure	120 - 240 VAC / 40 - 60 Hz		Class 1, Div .1, Groups BCD, T3				
	40	Mounting	CSA Approval	Free Standing Frame						
	41	Local Indication	Failure Mode	LED Display						
	42	Number of Alarm Contacts		4						
	43	Alarm Contact Form	Alarm Contact Rating	SPDT		8 Amps 120 VAC				
	SCS	44	Sample Conditioning System / Type		FC3-05-AIT-5122A/5122B- EN-B					
45		Sample Conditioning System / Type		FC3-05-AIT-5122A- EN-A						
46		Drawing No.	Mounting	Hobre 20P182638-D.04-204		Free Standing Frame				
47		Sample Probes								
48		Speed Loop		Fast Loop						
49		Calibration Kit								
PURCHASE	50	Distance to Analyzer from Sample Tap (m)		23						
	51	Distance From Analyzer to Return Tap (m)		50						
	Continued On Next Page									
	52	Vendor		Kentron Systems						
	53	Manufacturer		HOBRE						
	54	Model		TISOMIC MKII-4M						
	55	Purchase Order No.	Requisition No.	FC3-MOC11060-KLF-8001		RFQ-MOC11060-KLF-8001				
56										
57	Serial Number									
2	2019-05-21	IFC (MOC-11060)	CDO	BM	SC	Domain: FOSTER_CREEK_FC3				
1	2014-04-23	As-Built	MD			Plant: FOSTER CREEK				
0	2011-09-26	Issued for Purchase	JF	HRG	LJL	Area: 05 - UTILITIES				
B	2011-08-10	Issued for Quote	JF	HRG	LJL	Unit: 05				
A	2011-02-18	Issued for Process Data	JF			EP Proj: MOC-11060				
No.	Date	Revision	By	Chk	Appr	Appr	Code: 3070	Dwg. No.: 05 -AIT -5122A-SP	Sheet 1 of 3	Rev.: 2

		Tag No.	P&ID No.	05 -AIT -5122A				FC3-42-PID-05-0024-002				
COMPONENT TO BE MEASURED	58	Component		Units	Min.	Oper.	Max.	Ch. No.	Output Range			
	59	CO2 - Measured		%					0 - 30%			
	60	H2S - Measured		ppmV					0 - 10000			
	61											
	62											
	63					0						
	64											
STREAM COMPONENTS (GAS COMP)	65	Component		Units	Min.		Oper.		Max.			
	66	Hydrogen		mol %	0.48		1.17		2.37			
	67	Helium		mol %	0.00		0.02		0.04			
	68	Nitrogen		mol %	0.12		0.56		0.99			
	69	CO2		mol %	1.80		7.64		13.49			
	70	H2S		mol %	0.00		0.08		0.55			
	71	Methane		mol %	75.25		83.75		92.49			
	72	Ethane		mol %	2.50		3.69		4.88			
	73	Propane		mol %	0.80		1.55		3.37			
	74	i-Butane		mol %	0.14		0.29		0.43			
	75	n-Butane		mol %	0.17		0.44		0.71			
	76	i-Pentane		mol %	0.05		0.32		0.58			
	77	n-Pentane		mol %	0.03		0.22		0.40			
	78	Hexane		mol %	0.00		0.07		0.11			
79	C6+		mol %	0.00		0.05		0.11				
80	H2O		mol %	0.09		0.16		0.35				
UTILITIES	81	Instrument Air	Steam	700 kPag @ 20°C, 1034 kPag @ 50°C								
	82	Electrical	Nitrogen	120 VAC & 120 VAC UPS / 60 Hz								
	83	Water										
	84	Calibration Gas		15% CO2, 8000 ppm H2S in CH4								
OPTIONS	85											
	86											
	87											
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	92											
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2	2019-05-21	IFC (MOC-11060)		CDO	BM	SC	Domain: FOSTER_CREEK_FC3					
1	2014-04-23	As-Built		MD			Plant: FOSTER CREEK					
0	2011-09-26	Issued for Purchase		JF	HRG	LJL	Area: 05 - UTILITIES					
B	2011-08-10	Issued for Quote		JF	HRG	LJL	Unit: 05					
A	2011-02-18	Issued for Process Data		JF			EP Proj: MOC-11060			Process Analyzer		
No.		Date		Revision		By	Chk	Appr	Appr	Code: 3070	Dwg. No.: 05 -AIT -5122A-SP	Rev.: 2



Tag Number : 05 -AIT -5122A

1. The instrument shall be identified with permanently attached 316 stainless steel tag prefixed by "FC3-".

2	CDO	2019-05-21	IFC (MOC-11060)	INSTRUMENT SPECIFICATION Process Analyzer	
1	MD	2014-04-23	As-Built		
0	JF	2011-09-26	Issued for Purchase		
B	JF	2011-08-10	Issued for Quote		
A	JF	2011-02-18	Issued for Process Data		
No.	By	Date	Revision	Code: 3070	Dwg. No.: 05 -AIT -5122A-SP
				Rev.: 2	

3.0 Drawings

Refer to the following documents:

20P182638-O.01-204 Rev 01 IOM manual AIT-5122A_-5122B (MOC11060)

20P182638-P.02-504 Rev 01 MDR book AIT-5122A_-5122B (MOC11060)

4.0 Catalogues/Manuals

Refer to the following documents:

20P182638-O.01-204 Rev 01 IOM manual AIT-5122A_-5122B (MOC11060)
20P182638-P.02-504 Rev 01 MDR book AIT-5122A_-5122B (MOC11060)

5.0 Quality

Refer to the following documents:

20P182638-O.01-204 Rev 01 IOM manual AIT-5122A_-5122B (MOC11060)

20P182638-P.02-504 Rev 01 MDR book AIT-5122A_-5122B (MOC11060)