



Supplemental Freight Services Addendum

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1. Definitions

1.1 Definitions.

- (a) **“Bill of Lading”** means the bill of lading or pro-bill issued by the Contractor in accordance with the Purchase Order.
- (b) **“Freight”** means the cargo and material to be transported as part of the Transportation Services.
- (c) **“Mix”** means an unplanned, unintended or unauthorized contamination of one product or material through exposure to or contamination with another product or substance.
- (d) **“Place of Delivery”** means the specified delivery area(s) for the unloading of the Freight.
- (e) **“Place of Origin”** means the original location(s) of the Freight to be transported as part of the Transportation Services as specified in the Purchase Order.
- (f) **“Spill”** means the sudden, gradual, actual or threatened emission, release, dispersal, discharge or escape of Freight.
- (g) **“Transportation Services”** means Suncor’s direct hire of the transportation of the Freight between the Place of Origin and Place of Delivery by the Contractor as required by the Purchase Order.

2. Scope of Transportation Services

- 2.1 **Scope of Transportation Services.** The Contractor shall perform the Transportation Services in accordance with the Purchase Order.
- 2.2 **Terms and Conditions.** Where the Purchase Order requires the Contractor to perform Transportation Services, such Transportation Services shall be performed in accordance with the Supplemental Freight Services Addendum and the Services Purchase Order Terms and Conditions.
- 2.3 **Precedence.** In the event of a conflict or inconsistency between or among the Supplemental Freight Services Addendum, the Services Purchase Order Terms and Conditions, and a Bill of Lading, the Supplemental Freight Services Addendum shall govern over the Services Purchase Order Terms and Conditions, and the Services Purchase Order Terms and Conditions shall govern over any Bill of Lading.
- 2.4 **Contractor’s Duties.** As a component of the Transportation Services, the Contractor shall apply appropriate methods for:
 - (a) securing and safeguarding Freight;
 - (b) segregating the Freight, and
 - (c) protecting the integrity and quality of Freight while in the care, custody and control of the Contractor.
- 2.5 **Inspection Documentation.** Suncor or its representatives shall at all times have the right to request copies of any certificates or reports issued in respect of any testing or inspection required by Law of

the equipment, Freight or other aspects of the Transportation Services.

- 2.6 **Inspection of Freight.** Suncor shall at all times have the right to inspect the Freight. Upon receiving a request from Suncor, or its representative, to inspect the Freight, the Contractor shall make such Freight available for inspection by Suncor or its agent or representative by removing tarps or any other coverings. Any inspection or testing of any of the Freight by Suncor, or any omission or failure on the part of Suncor to inspect or test any of the Freight, shall not be construed to be an acceptance of any of the Freight or to relieve the Contractor of any of its obligations or responsibilities pursuant to the Purchase Order or otherwise.
- 2.7 **Title to Freight.** Title to the Freight being transported remains at all times with Suncor, unless otherwise specified in the Purchase Order.
- 2.8 **Risk and Responsibility of the Freight.** All risk, responsibility for, management, dominion and control of the Freight shall be that of the Contractor from the time at which:
 - (a) the Freight is loaded onto the equipment at the Place of Origin; or
 - (b) where the Contractor is responsible for loading the Freight, the Contractor commences loading of the Freight onto the equipment at the Place of Origin;

until such time as the Freight is delivered to the Place of Delivery and a Bill of Lading has been legibly signed and dated by authorized personnel at the Place of Delivery.

3. Subcontractors

- 3.1 **Subcontractors.** Prior to commencing any Transportation Services the Contractor shall provide a list of its proposed Subcontractors to Suncor for Suncor’s review and approval. Any changes to the list of approved Subcontractors must be approved by Suncor. Nothing in the Purchase Order shall be construed as creating any contractual relationship between Suncor and any Subcontractor. Suncor will not reimburse the Contractor for the costs incurred for the use of any Subcontractor which is not approved in accordance with this Paragraph.

4. Insurance

- 4.1 **Insurance Coverage.** Without limiting any of the obligations or liabilities under the Purchase Order and prior to commencing any Transportation Services under the Purchase Order, the Contractor and its Subcontractors shall, in addition to the insurances required under the Services Purchase Order Terms and Conditions, obtain and continuously carry when performing the Transportation Services, at its own expense and cost, policies suitable to Suncor in respect of the following insurances:
 - (a) Automobile Liability Insurance for owned, leased, hired, operated or licensed vehicles with limits of not less than \$5 million for accidental injury to or death of one or more persons or

damage to or destruction of property as a result of one accident or occurrence. If spill clean-up costs are excluded in the Automobile Liability Insurance policy, the Contractor shall have an endorsement attached to the Commercial General Liability Insurance policy to include spill clean-up costs as a result of motor vehicle operations; and

- (b) Cargo Insurance against loss or damage to the Freight in the amount of not less than Two (\$2.00) Dollars per pound of Freight being transported, as set out in the Regulations as amended, or as may otherwise be required by Law, whichever is greater.

5. Liability and Indemnification.

5.1 **Indemnity of the Contractor.** The Contractor shall indemnify and hold harmless the Indemnitees from any Claim suffered, sustained, paid or incurred by the Indemnitees as a result of the loss or damage to Freight, a Mix or a Spill, howsoever caused, while the Freight is within the care, custody, management or control of the Contractor or any of its Subcontractors.

5.2 Freight Spills and Mixes.

- (a) **Spill.** In the event of any Spill during the performance of Transportation Services, howsoever caused, the Contractor shall, at its sole expense and with due diligence:
 - (i) use every means available to immediately limit, contain, clean-up, dispose of and remedy the results of the Spill in a safe manner, ensure adequacy of same and, in addition, do everything that may be required by Law or any government agency to prevent, eliminate or ameliorate all adverse effects resulting from the Spill;
 - (ii) immediately notify Suncor via the 24 hour emergency response number +1 (403) 296-3000;
 - (iii) contact the agent, proprietor, or occupier of the premises affected by the Spill;
 - (iv) comply with all instructions in any Contractor or Suncor guide that may form part of this Purchase Order and with any requirements as may be prescribed by Law, including any requirements prescribed by environmental protection legislation;
 - (v) immediately report the Spill incident to such persons, municipalities or government agencies as may be prescribed by Law and by Suncor from time to time; and
 - (vi) follow the Contractor's approved emergency response plan.
- (b) **Suncor Directed Clean-up.** Suncor reserves the right in all circumstances to direct all or any portion of the clean-up operations required by a Spill, and the Contractor agrees to promptly comply with such directions at the Contractor's

sole expense. In the exercise of such rights, Suncor may, at its sole discretion, direct that clean-up operations be carried out at the Contractor's sole expense by a third party specialized in the relevant field and selected by Suncor.

- (c) **Mix.** If a Mix occurs, the Contractor shall, with due diligence:
 - (i) take immediate action to limit the volumes mixed;
 - (ii) immediately notify Suncor via the 24 hour emergency response number +1 (403) 296-3000;
 - (iii) contact the agent, proprietor or occupier of the premises where the Mix has occurred; and
 - (iv) comply with all instructions in any driver's or Contractor's guide which may form part of this Purchase Order and requirements in environmental protection and other applicable legislation.
- (d) **Reporting.** If any Mix or Spill occurs, the Contractor shall make an immediate verbal report to Suncor, followed by an immediate written report describing the incident and outlining the cause of the Mix or Spill and any remedial action.

6. Governing Law

6.1 **Governing Law and Jurisdiction.** The Purchase Order shall be governed by and construed in accordance with the Laws of the province of Alberta. The parties agree, subject to Article 33 Dispute Resolution of the Services Purchase Order Terms and Conditions, to accept and submit to the exclusive jurisdiction of the courts of the province of Alberta.