



Work Order: NEXP. [] FOIPP s. 15, FOIPP s. 17



FOIPP s. 15, FOIPP s. 17

Status Code: COMP
Priority:
GL Account:
Ownergroup/ Plan Area: ASSIGN
Reference:
Location:
Asset:
VIN#
Craft:
Shift:
Target Start:
Work Requested: Safety items,1360 Compartments, Hull\Deck 1A
Job Plan:
Job Plan Desc:
Supervisor:

Reported by: []
Date: 01-May-2011
Phone #:
Project #:
Parent:

Site/Vessel: NEXP
PM:
Worktype: REPAIR
Target Finish:

Asset Meter Readings:

| Meter | Last Reading | Last Reading Date |
|-------|--------------|-------------------|
|-------|--------------|-------------------|

Planned Labour:

| Task | Craft | Quantity | Hours |
|------|-------|----------|-------|
|------|-------|----------|-------|

Operations:

| Task | Description |
|------|---|
| 10 | Move light forward to provide more light for sounding void 6 |
| 20 | Add additional lighting ahead of fresh water tanks over sounding pipes (void 6) |
| 30 | Extend catwalk outboard at fwd end. |
| 40 | Widen or replace stairs at aft end of catwalk. |
| 50 | Install railing by stairs. |
| 60 | Extend sounding pipes for void 6 above new catwalk Requires class approval |

Completion Remarks:

jobs completed op60 waiting for ABS

25-Jan-2012

Problem: _____
Cause: _____
Remedy: _____
Downtime: _____
Remarks: _____



Work Order: NEXP. FOIPP s. 15, FOIPP s. 17

Completed By

Completed By

Completed Date

[redacted] FOIPP s. 15, FOIPP s. 17

From: [redacted] FOIPP s. 15, FOIPP s. 17
Sent: June 24, 2011 7:36 AM
To: [redacted] FOIPP s. 15, FOIPP s. 17
Subject: [redacted]

FOIPP s. 15, FOIPP s. 17 FOIPP s. 17, FOIPP s. 21

[redacted] FOIPP s. 17, FOIPP s. 21

[redacted] was onboard last night and items 2,3, and 4 are complete.

[redacted] FOIPP s. 15, FOIPP s. 17

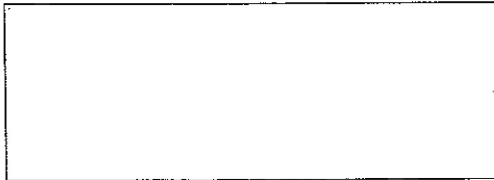
[redacted] Northern Expedition

B C Ferry Services

Cell [redacted] FOIPP s. 15, FOIPP s. 19, FOIPP s. 22

Ship [redacted] FOIPP s. 15, FOIPP s. 19

Invoice



FOIPP s. 17, FOIPP s. 21

| | |
|-----------|-------------|
| DATE | INVOICE NO. |
| 6/24/2011 | [Redacted] |

FOIPP s. 21

BILL TO
 B.C. Ferry Services Inc.,
 Accounts Payable,
 Suite 500 - 1321 Blanshard St.,
 Victoria, B.C. V8W 0B7

NEXP.

[Redacted] FOIPP s. 15,
 FOIPP s. 17

| | | | | | |
|-----------------------------|------------|--------|-----------|-----------|----------|
| FOIPP s. 15, FOIPP s. 17 | P.O. NO. | TERMS | DUE DATE | SHIP DATE | SHIP VIA |
| [Redacted] | [Redacted] | Net 30 | 7/24/2011 | 6/24/2011 | |

| QTY | ITEM | DESCRIPTION | RATE | AMOUNT |
|-----|---------------|---|------|--------|
| | | MV Northern Expedition Attn: [Redacted] FOIPP s. 22 | | |
| | | Work order to complete miscellaneous repairs including weld plugs in bulkhead (6 locations), secure wallboard (2 locations), secure gasket material rack (4 locations), all in #14 void space. Make up and install brace for "airstart". Weld pipe bracket in dry stores between water tanks. | | |
| 1 | Miscellaneous | Shop Supplies/minor materials/welding supplies | | |
| 15 | Labour O/T | Overtime - Time + 1/2 - All work completed after ship docking at 23:00 hours. | | |

IGST
 Business Number: [Redacted]

FOIPP s. 17, FOIPP s. 21

HST
 TOTAL

FOIPP s. 17, FOIPP s. 21



PURCHASE ORDER

PURCHASE ORDER NUMBER

REVISION

0

All shipments, invoices & correspondence must show the Purchase Order Number.

FOIPP s. 15,
FOIPP s. 17

Vendor:

Vendor Information Box

FOIPP s. 17, FOIPP s. 21

Fax Number: []

CLOSED

Ship To:

PRINCE RUPERT - TERMINAL OPS
 British Columbia Ferry Services Inc.
 Box 697 - 2000 Park Avenue
 Prince Rupert, BC V8J 3S1
 Canada

Bill To:

Accounts Payable
 British Columbia Ferry Services Inc.
 Suite 500, 1321 Blanshard Street
 Victoria, BC V8W 0B7
 Canada

| Creation Date | Revision Date | Payment Terms | Currency |
|---------------|---------------|---------------|----------|
| 29-JUN-11 | | Net 30 Days | CAD |

| Freight | F.O.B. | Ship Via |
|-----------------|--------|-------------|
| PREPAID&CHARGED | | FOIPP s. 21 |

| Line No. | Description | Quantity | Unit of Measure | Unit Price | Taxes | Promise Date | Extended Price |
|----------|--|----------|-----------------|------------|--------|--------------|----------------|
| 1 | WELD PLYGS IN BULKHEAD(6 LOCATIONS), SECURE WALLBOARD (2 LOCATIONS), SECURE GASKET MATERIAL RACK (4 LOCATIONS IN #14 VOID SPACE. MAKE UP AND INSTALL BRACE FOR AIRSTART. WELD PIPE BRACKET IN DRY STORES BETWEEN WATER TANKS. 12% BC HST RATE | | | | BC HST | 30-JUN-11 | |

FOIPP s. 17, FOIPP s. 21

FAXED
29 JUN 11

If you have any questions regarding this Purchase Order, please contact

Buyer:
Phone:
E-Mail:

Buyer Information Box

Authorized signature / Signature autorisée

NEXP.

FOIPP s. 15,
FOIPP s. 17

FOIPP s. 15, FOIPP s. 17, FOIPP s. 22

PO SubTotal:
 PST Tax Total:
 GST Tax Total:
 HST Tax Total:
 PO Total:

Totals Box

FOIPP s. 17, FOIPP s. 21

FOIPP s. 15,
FOIPP s. 17

Small empty box



Order Number: [] (Revision 0)

FOIPP s. 15, FOIPP s. 17

| | |
|--------------|------------------------------|
| Type | STANDARD PURCHASE ORDER |
| Order Number | [] FOIPP s. 15, FOIPP s. 17 |
| Revision | 0 |

| | |
|------------|-------------|
| Order Date | 29-JUN-2011 |
| Buyer | [] |
| Email | [] |

Supplier:

[]

FOIPP s. 15, FOIPP s. 17

FOIPP s. 17, FOIPP s. 21

Ship To: Box 697 - 2000 Park Avenue
Prince Rupert, BC V8J 4P7
Canada

Bill To: Suite 500, 1321 Blanshard Street
Victoria, BC V8W 0B7
Canada

FOIPP s. 15

or: EMAIL Invoices to []
IF EMAILED DO NOT MAIL ORIGINAL INVOICES
ALL INVOICES MUST INCLUDE THE PO NUMBER.

| | | | |
|-----------------|-------------|----------|---------------|
| Freight Terms | FOB | Ship Via | Payment Terms |
| PREPAID&CHARGED | Destination | | Net 30 Days |

Notes:

FOIPP s. 21

| Line | BCF Item No. / Supplier Item No. / Line Item Description | Delivery Date | Quantity | UOM | Unit Price (CAD) | Tax | Amount (CAD) |
|-----------------------------|---|---------------|----------|-----|------------------|---|--------------|
| <i>Promise: 30-JUN-2011</i> | | | | | | | |
| 1 | WELD PLYGS IN BULKHEAD(6 LOCATIONS), SECURE WALLBOARD (2 LOCATIONS), SECURE GASKET MATERIAL RACK (4 LOCATIONS IN #14 VOID SPACE. MAKE UP AND INSTALL BRACE FOR AIRSTART. WELD PIPE BRACKET IN DRY STORES BETWEEN WATER TANKS. | | | | | | |
| | | | | | | HST 12% | |
| | | | | | | <?xdoxslt set_variable(\$_XDOCTX,'txamt_hst',xdoxslt get_variable(\$_XDOCTX,'txamt_hst')+xdoxsl | |

FOIPP s. 17, FOIPP s. 21

| | |
|---------------|-----|
| Subtotal | [] |
| GST Tax Total | [] |
| PST Tax Total | [] |
| Total (CAD) | [] |

Authorized Signature

[]

GST# 894623206 RT0001

PST# 1001-8344

FOIPP s. 17, FOIPP s. 21

FOIPP s. 15, FOIPP s. 17



Order Number: [] (Revision 0)

FOIPP s. 15, FOIPP s. 17

Purchase Order
Terms & Conditions

I. Definitions:

1. "Acceptance" shall occur upon the Buyer providing the Seller with written notice confirming that the results of an inspection of the Scope of Supply by the Buyer are satisfactory to the Buyer.
2. "Claims" means any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs (including, without limitation reasonable legal fees and disbursements), expenses or liabilities.
3. "Goods" means the equipment, materials or goods to be supplied by the Seller and described or referenced in this Purchase Order and includes any specifications, instructions, operating and maintenance manuals and any other documents to be supplied by the Seller and described or referenced in the Purchase Order.
4. "Price" means the amount indicated as such on the cover page of this Purchase Order.
5. "Purchase Order" means the agreement between the Buyer and the Seller evidenced by the terms and conditions on the face hereof and following pages and the documents referenced therein or attached thereto, including these Terms and Conditions, the Special Terms and Conditions, if any, and all constituting the entire agreement between the parties.
6. "Scope of Supply" means the Goods and the Services.
7. "Services" means any services to be performed by the Seller and described or referenced in this Purchase Order.
8. "Special Terms and Conditions" means the Special Terms and Conditions, if any, attached to this Purchase Order.

II. General Terms and Conditions:

1. This Purchase Order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
2. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of this Purchase Order
3. A packing list must be included with each shipment applied against this Purchase Order
4. No charge will be accepted for packing, handling or cartage, unless expressly agreed. Advise immediately of any shortage or delay in shipment.
5. WHMIS legislation requires Sellers to provide appropriate labels and material safety data sheets for regulated products
6. No product containing asbestos shall be supplied at any time without written authorization.

III. Price, Taxes and Invoices:

1. Price The Buyer shall pay the Price to the Seller within 30 days of the later of: (a) receipt of an invoice from Seller in accordance with Section III.3, and (b) Acceptance by the Buyer, or, if otherwise specified, then in accordance with the terms of payment on the cover page of the Purchase Order. The Price constitutes full compensation for the Scope of Supply and performance and observance by the Seller of all of its obligations under this Purchase Order.
2. Taxes, Duties and Rebates. The Price includes all taxes, duties and other charges. All tax and duty rebates, remissions or exemptions and other discounts and rebates are for the account of the Buyer.
3. Invoices. All invoices will be addressed to the Buyer, will bear this Purchase Order number, will be delivered in two copies and will conform to all other requirements of the Purchase Order. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.

IV. Delivery:

Time is of the essence in this Purchase Order. The Seller will deliver the Goods to the Buyer: (a) by contracting at its own expense for the carriage of the Goods by a usual route and in a customary manner in, and by placing the Goods at the disposal of the Buyer at, the address set out on the Purchase Order; (b) on or before the delivery date or dates specified in the Purchase Order; and (c) in accordance with any other delivery terms referred to in this Purchase Order. The Seller will perform the Services during the Term in accordance with the schedule specified in the Purchase Order.

V. Changes:

The Buyer may, by giving written notice to the Seller, order changes in and additions or deletions to the Scope of Supply without invalidating this Purchase Order. Where the Buyer requests a change, the Buyer and Seller shall agree on any corresponding change to the Price, any change in the payment terms and any change in the delivery date or dates, and execute a written change order evidencing such changes, failing which agreement the Buyer and Seller shall submit the matter to arbitration. This Purchase Order may be amended only by written change order executed by both the Buyer and the Seller.

VI. Conflicts

The terms and conditions of this Purchase Order, including these Terms and Conditions and any Special Terms and Conditions govern. Any additional or different terms and conditions, including but not limited to those submitted at any time by the Seller, do not form part of this Purchase Order and are of no effect, unless specifically accepted in writing by the Buyer. If there is any conflict or inconsistency between any terms and conditions forming this Purchase Order, the parts of this Purchase Order shall govern in the following order of priority: (i) Cover pages of the Purchase Order; (ii) Special Terms and Conditions; and (iii) Terms and Conditions.

VII. Inspection, Testing and Acceptance:

The Buyer and its representatives are entitled to attend and witness all testing reasonably required to demonstrate that the Goods comply with the requirements of the Purchase Order, and to inspect the Goods during the course of fabrication, immediately prior to shipment and upon delivery. Copies of all test results and inspection reports will be delivered promptly to the Buyer. The Seller will arrange access for the Buyer and its representatives to any premises required to enable the Buyer and its representatives to exercise the foregoing rights. The Seller will report promptly and regularly to the Buyer on the status of progress in design, engineering, fabrication, shipment and delivery of the Goods, as applicable and as the Buyer may reasonably require. The Goods are subject to Acceptance by the Buyer, and the Buyer shall, within a reasonable time after delivery hereunder, inspect the Goods. The Buyer may reject, by notice to the Seller, any portion of the Goods not conforming to the requirements of the Purchase Order. If inspection discloses that any portion of the Goods do not conform to the requirements of the Purchase Order, the Buyer may without liability and without limiting any other rights of the Buyer, cancel any unshipped Goods. Rejected Goods which have been delivered will be held by the Buyer, or returned to the Seller to such location as may reasonably be selected by Buyer, at the Seller's sole risk and expense.

VIII. Title and Risk:

Buyer shall not be deemed to accept the Goods until Buyer actually receives, inspects and accepts such Goods. Risk of loss or damage to the Goods shall not pass to the Buyer until delivery to the Buyer.

IX. Warranty

In addition to any express warranties provided by the manufacturer, the Seller warrants that each item of the Scope of Supply delivered hereunder: is free of all liens, charges, encumbrances and adverse claims of any kind whatsoever and that the Buyer shall have good and marketable title to the Scope of Supply, is new, of merchantable quality and fit for its intended purpose; and complies with all requirements of the Purchase Order and with all applicable laws, regulations and technical codes. The Seller warrants that the Scope of Supply complies with and will perform in accordance with the quality and performance specifications set out in this Purchase Order, and that it will be free from defects and deficiencies in design, workmanship or materials appearing within the period expiring 12 months after the date of Acceptance of the particular Goods or Services forming the Scope of Supply, as the case may be. The Seller, at the Buyer's request, shall assign to the Buyer the benefit of all warranties, performance guarantees and similar obligations given to the Seller by any subcontractor, such obligations and any assignment thereof do not relieve the Seller of its obligations under this Purchase Order. The Seller shall repair, replace or reperform, at its own expense and under the same delivery limits set out in this Purchase Order, any portion of the Scope of Supply failing to meet its warranty. If the Seller fails to do so within three working days after receipt of notice from the Buyer, or within such other period of time that is, in the Buyer's sole discretion, acceptable to the Buyer for completion of the correction, the Buyer without prejudice to any other right or remedy it may have, may: correct the default and deduct and retain the cost of correction and any other loss or damage sustained by the Buyer as a result of the Seller's default and any delay resulting therefrom, from any payment then or thereafter due to the Seller under this Purchase Order; or accept the non-conforming portion of the Scope of Supply and back-charge the Seller for the reduction in value to the Scope of Supply. Any portion of the Scope of Supply repaired, replaced or reperformed under this warranty is further warranted by the Seller against defects or deficiencies in design, workmanship or materials appearing within a period expiring 12 months after the date of completion of repair, replacement or completion of reperformance. The foregoing warranties are in addition to, and not in substitution for, any guarantee or warranty set forth elsewhere in the Purchase Order or implied by law.

X. Assignment/Subcontracts:

The Seller may not assign or subcontract all or any part of this Purchase Order without the prior written consent of the Buyer. The Seller will preserve and protect the rights of the Buyer under this Purchase Order with respect to any party with whom the Seller subcontracts for the performance of Services or supply of Goods hereunder and will enter into contracts or written agreements with such subcontractors require them to perform their part of the Services or supply of Goods hereunder in accordance with and subject to the terms and conditions of this Purchase Order. The Seller shall be fully responsible to the Buyer for the acts and omissions of its subcontractors and of persons directly employed by them in the same manner in which the Seller is responsible under this Purchase Order for its acts and omissions. Nothing contained herein shall create a contractual relationship between the Buyer and any party with whom the Seller subcontracts for the performance of Services or supply of Goods pursuant to this Purchase Order.

XI. Compliance with Laws:

The Seller shall comply and shall cause each of its subcontractors to comply, with all laws, licenses and permits applicable to the performance and completion of the Scope of Supply, and with all reasonable rules and regulations made by the Buyer. The Scope of Supply will conform to the requirements of all laws, regulations and orders and with all permits and licenses issued thereunder. The Seller will obtain all permits, licenses and certificates and pay all fees that may be required for the performance of the Services.

XII. Waiver and Indemnity:

1. **Waiver.** The Seller shall make no claim or demand against the Buyer or its directors, officers, employees, agents and representatives, for any injury, including injury resulting in death, or loss of, or damage to, property, suffered by the Seller or its directors, officers, employees, agents or representatives or by any other person that is based upon, arises out of, or is in any way connected with, the Purchase Order and the Seller releases the Buyer and its directors, officers, employees, agents and representatives from all such claims or demands.
2. **Indemnity of Third Party Claims.** The Seller shall defend, indemnify and hold harmless the Buyer and its directors, officers, employees, agents and representatives from and against any and all Claims in respect of loss or damage to, or destruction of, property, or personal injury, including injury resulting in death, suffered, made or brought against the Buyer or its directors, officers, employees, agents and representatives by third parties by reason of the breach of the provisions of the Purchase Order, negligence or any other act or omission of the Seller, a subcontractor of the Seller or their respective directors, officers, employees, agents or representatives, or anyone for whose acts they may be liable.

XIII. Intellectual Property:

The Seller warrants that the Scope of Supply and the use thereof by the Buyer does not infringe any foreign or domestic patent, industrial design, utility model, trademark and associated goodwill, copyright, trade secret or other industrial or intellectual property right (herein collectively referred to as "Intellectual Property"). The Seller will indemnify and save harmless the Buyer from and against any and all Claims arising out of or relating to any such infringement. If use or operation of the Scope of Supply, or any part thereof, is enjoined by a court of competent jurisdiction, the Seller either will procure and pay for a perpetual and royalty free license in favour of the Buyer permitting continued use of the Scope of Supply or will replace the Scope of Supply at the expense of the Seller, including all costs of design, engineering, removal, replacement, freight, taxes and insurance, with non-infringing work of equivalent quality and performance capability.

XIV. Termination/Cancellation:

Without restricting any right or remedy otherwise available to the Buyer, the Buyer may, upon notice to the Seller:

- (a) at no cost to the Buyer, terminate this Purchase Order if the Seller becomes bankrupt, takes any step or proceeding available to it for the benefit of insolvent debtors, becomes insolvent, takes any step or proceeding for its dissolution or winding up, ceases to carry on business, assigns this Purchase Order, a receiver is appointed for all or a portion of the Seller's assets or is in breach of any of its obligations hereunder and fails to cure the breach within 10 business days after notice from the Buyer; and
- (b) at no cost to the Buyer, and without reliance on any one of the occurrences set out in paragraph (a) above, at any time and without cause, terminate this Purchase Order by 30 days' notice in writing to the Seller or payment in lieu of notice, and shall be liable to the Seller only for monies already accrued and owing to the Seller up to the date of termination.

XV. Miscellaneous:

1. **Set-Off.** The Buyer may set off against monies owed to the Seller under this Purchase Order, the amount of any Claims which the Buyer may have as a result of any breach or anticipated breach by the Seller of the terms of this Purchase Order.
2. **Non-Waiver.** No inspection, review, approval or payment given or made by or on behalf of the Buyer relieves the Seller of its obligations under this Purchase Order. No failure by the Buyer to complain of any breach by the Seller constitutes a waiver of the rights and remedies of the Buyer in respect thereof. No waiver by the Buyer of any particular breach by the Seller constitutes a waiver of any continuing or subsequent breach by the Seller. Any waiver given by the Buyer must be in writing and signed by the Buyer or its agent.
3. **Entirement.** This Purchase Order is binding upon and enures to the benefit of the parties hereto and their respective successors and permitted assigns.
4. **Acknowledgement.** The Seller, by the signature of its authorized signatory appearing on the Purchase Order, acknowledges (or by performance of the Scope of Supply, is deemed to have acknowledged) that it has read, understands and accepts all the terms and conditions of this Purchase Order, including but not limited to the foregoing Terms and Conditions and the Special Terms and Conditions.
5. **Governing Law.** The provisions of this Purchase Order shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflict of laws rules. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia and waives any objection which it may now or hereafter have based on inconvenient forum for such proceedings. The United Nations Convention on the International Sale of Goods shall not apply to this Purchase Order.
6. **Severability.** Should any provision of this Purchase Order be declared or held to be void or unenforceable for any reason, the validity of the remainder of this Purchase Order is not affected thereby and it is the intention of the parties that any such provision be revised so as to make it enforceable to the maximum extent permissible under applicable law.



FOIPP s. 15, FOIPP s. 17

Purchase Order Details

| | | |
|------------------------------|----------------------------|--------------------------------|
| Revision: 0 | Date of Issue: 6/29/11 | Freight Terms: PREPAID&CHARGED |
| Purchasing Agent: [Redacted] | Requested Delivery Date: | Ship Via: FOIPP s. 21 |
| Currency Code: CAD | Payment Terms: Net 30 Days | F.O.B.: Destination |

Vendor: [Redacted] **FOIPP s. 17, FOIPP s. 21**

Contract #: [Redacted]

Phone: [Redacted]

Fax: [Redacted]

Bill To: ACCOUNTS PAYABLE

| Item | Description | Qty | Units | Unit Cost | Line Cost | Tax | Total | Ship To | Attention | WO# |
|---------------|---|-----|-------|-----------|-----------|-----|-------|------------|-----------|-------|
| 1000100010001 | WELD PLYGS IN BULKHEAD(6 LOCATIONS), SECURE WALLBOARD (2 LOCATIONS), SECURE GASKET MATERIAL RACK (4 LOCATIONS IN #14 VOID SPACE. MAKE UP AND INSTALL BRACE FOR AIRSTART. WELD PIPE BRACKET IN DRY STORES BETWEEN WATER TANKS. | | | | | | | RMD-2081ST | | NEXP. |

FOIPP s. 17, FOIPP s. 21

FOIPP s. 15, FOIPP s. 17

Total Line Cost: [Redacted]

Total PO Cost: [Redacted]

Purchasing Dept. Signature: _____

Ordered By: _____

Date: _____

Expected Delivery Date: _____

[redacted] FOIPP s. 15, FOIPP s. 17

From: Northern Expedition, Engineering
Sent: June 30, 2011 3:46 PM
To: [redacted] FOIPP s. 15, FOIPP s. 17
Cc:
Subject: RE: [redacted] - NEXP. [redacted] FOIPP s. 15, FOIPP s. 17
FOIPP s. 17, FOIPP s. 21

Hi [redacted] FOIPP s. 15, FOIPP s. 17

Confirming that these jobs have been done and it is OK to proceed with payment.

[redacted] FOIPP s. 15, FOIPP s. 17

From: [redacted] FOIPP s. 15, FOIPP s. 17
Sent: June 30, 2011 1:35 PM
To: Northern Expedition, Engineering
Subject: [redacted] - NEXP. [redacted] FOIPP s. 17, FOIPP s. 21

Good afternoon, I believe this is the last of the jobs for this PR. Please check invoice and confirm if all is OK to proceed with payment. Thanks

<< File: scan0001.pdf >>

[redacted] FOIPP s. 15, FOIPP s. 17

Prince Rupert, BC

[redacted] FOIPP s. 15, FOIPP s. 17

Invoice

FOIPP s. 17, FOIPP s. 21

DATE
6/30/2011

INVOICE NO.

FOIPP s. 21

BILL TO

B.C. Ferry Services Inc.,
Accounts Payable,
Suite 500 - 1321 Blanshard St.,
Victoria, B.C. V8W 0B7

NEXP.

FOIPP s. 15,
FOIPP s. 17

| FOIPP s. 15, FOIPP s. 17 | P.O. NO. | TERMS | DUE DATE | SHIP DATE | SHIP VIA |
|-----------------------------|----------|--------|-----------|-----------|----------|
| | | Net 30 | 7/30/2011 | 6/30/2011 | |

| QTY | ITEM | DESCRIPTION | RATE | AMOUNT |
|------|---------------|--|------|--------|
| | | MV Northern Expedition | | |
| | | Work order to fabricate and install set of aluminum stairs/catwalk, c/w handrail, between water tanks on vessel. Fabrication in shop at straight time, installation on vessel after unloading of passengers at 2300 hours. | | |
| 5.5 | 23005 | Al SureGrip=1/8x10"x2" - per Ft | | |
| 5.5 | 23004 | Al Sure Grip=1/8x7x2" - per Ft | | |
| 20 | 21525 | AL Pipe - 40 - 1 1/4" - per Ft | | |
| 24 | 20526 | Al. Angle-1/4x2" - per Ft | | |
| 4 | Materials | Al welding wire/gas | | |
| 1 | Miscellaneous | Shop Supplies/grinding disks | | |
| 17.5 | Labour | Regular Time | | |
| 6 | Labour O/T | Overtime - Time + 1/2 | | |
| | | Total Cost | | |

Number: []

FOIPP s. 17, FOIPP s. 21

*Please provide a
p.o # for this work*

Thank you

HST

TOTAL

FOIPP s. 17, FOIPP s. 21



PURCHASE ORDER

PURCHASE ORDER NUMBER

REVISION

0

All shipments, invoices & correspondence must show the Purchase Order Number.

Vendor:

FOIPP s. 15,
FOIPP s. 17

Ship To:

PRINCE RUPERT - TERMINAL OPS
British Columbia Ferry Services Inc.
Box 697 - 2000 Park Avenue
Prince Rupert, BC V8J 3S1
Canada

Bill To:

Accounts Payable
British Columbia Ferry Services Inc.
Suite 500, 1321 Blanshard Street
Victoria, BC V8W 0B7
Canada

Canada

CLOSED

FOIPP s. 17, FOIPP s. 21

Fax Number:

FOIPP s. 21

INVOICE #

Creation Date

Revision Date

Payment Terms

Currency

05-JUL-11

Net 30 Days

CAD

Freight

F.O.B.

Ship Via

PREPAID&CHARGED

Destination

FOIPP s. 21

Line No.

Description

Quantity

Unit of Measure

Unit Price

Taxes Promise Date

Extended Price

1

REPLACE STAIRS, (WIDER), COMPLETE WITH HANDRAIL
12% BC HST RATE

Assembly

BC HST 08-JUL-11

FOIPP s. 17, FOIPP s. 21

FAXED
05-JUL-11

If you have any questions regarding this Purchase Order, please contact

Buyer:
Phone:
E-Mail:

[Signature box]

Authorized signature / Signataire Autoris 

NEP

FOIPP s. 15,
FOIPP s. 17

FOIPP s. 15, FOIPP s. 17, FOIPP s. 22

FOIPP s. 17, FOIPP s. 21

PO SubTotal:
PST Tax Total:
GST Tax Total:
HST Tax Total:
PO Total:

[Total box]

FOIPP s. 15,
FOIPP s. 17

[Small box]



Order Number: [] (Revision 0)

FOIPP s. 15, FOIPP s. 17

| | | |
|--------------|-------------------------|--------------------------|
| Type | STANDARD PURCHASE ORDER | |
| Order Number | [] | FOIPP s. 15, FOIPP s. 17 |
| Revision | 0 | |

| | | |
|------------|-------------|-----|
| Order Date | 05-JUL-2011 | |
| Buyer | [] | [] |
| Email | [] | [] |

FOIPP s. 15, FOIPP s. 17

Supplier:

[]

FOIPP s. 17, FOIPP s. 21

Ship To: Box 697 - 2000 Park Avenue
Prince Rupert, BC V8J 4P7
Canada

Bill To: Suite 500, 1321 Blanshard Street
Victoria, BC V8W 0B7
Canada

FOIPP s. 15

or: EMAIL Invoices to []
IF EMAILED DO NOT MAIL ORIGINAL INVOICES
ALL INVOICES MUST INCLUDE THE PO NUMBER.

| | | | |
|-----------------|-------------|----------|---------------|
| Freight Terms | FOB | Ship Via | Payment Terms |
| PREPAID&CHARGED | Destination | | Net 30 Days |

Notes:

FOIPP s. 21

| Line | BCF Item No. / Supplier Item No. / Line Item Description | Delivery Date | Quantity | UOM | Unit Price (CAD) | Tax | Amount (CAD) |
|------|--|---------------|----------|-----|------------------|---|--------------|
| 1 | REPLACE STAIRS, (WIDER), COMPLETE WITH HANDRAIL | 08-JUL-2011 | | | | | |
| | | | | | | HST 12% | |
| | | | | | | <?xdoxslt set_variable(\$_XDOCTX,'txamt_hst',xdoxslt get_variable(\$_XDOCTX,'txamt_hst')+xdoxsl | |

FOIPP s. 17, FOIPP s. 21

| | |
|---------------|-----|
| Subtotal | [] |
| GST Tax Total | [] |
| PST Tax Total | [] |
| Total (CAD) | [] |

Authorized Signature

[]

GST# 894623206 RT0001
PST# 1001-8344

FOIPP s. 17, FOIPP s. 21

FOIPP s. 15, FOIPP s. 17

Purchase Order
Terms & Conditions

I. Definitions:

1. "Acceptance" shall occur upon the Buyer providing the Seller with written notice confirming that the results of an inspection of the Scope of Supply by the Buyer are satisfactory to the Buyer
2. "Claims" means any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs (including, without limitation reasonable legal fees and disbursements), expenses or liabilities.
3. "Goods" means the equipment, materials or goods to be supplied by the Seller and described or referenced in this Purchase Order and includes any specifications, instructions, operating and maintenance manuals and any other documents to be supplied by the Seller and described or referenced in the Purchase Order.
4. "Price" means the amount indicated as such on the cover page of this Purchase Order
5. "Purchase Order" means the agreement between the Buyer and the Seller evidenced by the terms and conditions on the face hereof and following pages and the documents referenced therein or attached thereto, including these Terms and Conditions, the Special Terms and Conditions, if any, and all constituting the entire agreement between the parties.
6. "Scope of Supply" means the Goods and the Services.
7. "Services" means any services to be performed by the Seller and described or referenced in this Purchase Order.
8. "Special Terms and Conditions" means the Special Terms and Conditions, if any, attached to this Purchase Order

II. General Terms and Conditions:

1. This Purchase Order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
2. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of this Purchase Order
3. A packing list must be included with each shipment applied against this Purchase Order
4. No charge will be accepted for packing, handling or cartage, unless expressly agreed. Advise immediately of any shortage or delay in shipment.
5. WHMIS legislation requires Sellers to provide appropriate labels and material safety data sheets for regulated products.
6. No product containing asbestos shall be supplied at any time without written authorization

III. Price, Taxes and Invoices:

1. Price. The Buyer shall pay the Price to the Seller within 30 days of the later of: (a) receipt of an invoice from Seller in accordance with Section III.3; and (b) Acceptance by the Buyer, or, if otherwise specified, then in accordance with the terms of payment on the cover page of the Purchase Order. The Price constitutes full compensation for the Scope of Supply and performance and observance by the Seller of all of its obligations under this Purchase Order.
2. Taxes, Duties and Rebates. The Price includes all taxes, duties and other charges. All tax and duty rebates, remissions or exemptions and other discounts and rebates are for the account of the Buyer.
3. Invoices. All invoices will be addressed to the Buyer, will bear this Purchase Order number, will be delivered in two copies and will conform to all other requirements of the Purchase Order. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.

IV. Delivery:

Time is of the essence in this Purchase Order. The Seller will deliver the Goods to the Buyer: (a) by contracting at its own expense for the carriage of the Goods by a usual route and in a customary manner to, and by placing the Goods at the disposal of the Buyer at, the address set out on the Purchase Order; (b) on or before the delivery date or dates specified in the Purchase Order; and (c) in accordance with any other delivery terms referred to in this Purchase Order. The Seller will perform the Services during the Term in accordance with the schedule specified in the Purchase Order

V. Changes:

The Buyer may, by giving written notice to the Seller, order changes in and additions or deletions to the Scope of Supply without invalidating this Purchase Order. Where the Buyer requests a change, the Buyer and Seller shall agree on any corresponding change to the Price, any change in the payment terms and any change in the delivery date or dates, and execute a written change order evidencing such changes, failing which agreement the Buyer and Seller shall submit the matter to arbitration. This Purchase Order may be amended only by written change order executed by both the Buyer and the Seller

VI. Conflicts:

The terms and conditions of this Purchase Order, including these Terms and Conditions and any Special Terms and Conditions govern. Any additional or different terms and conditions, including but not limited to those submitted at any time by the Seller, do not form part of this Purchase Order and are of no effect, unless specifically accepted in writing by the Buyer. If there is any conflict or inconsistency between any terms and conditions forming this Purchase Order, the parts of this Purchase Order shall govern in the following order of priority: (i) Cover pages of the Purchase Order; (ii) Special Terms and Conditions; and (iii) Terms and Conditions

VII. Inspection, Testing and Acceptance:

The Buyer and its representatives are entitled to attend and witness all testing reasonably required to demonstrate that the Goods comply with the requirements of the Purchase Order, and to inspect the Goods during the course of fabrication, immediately prior to shipment and upon delivery. Copies of all test results and inspection reports will be delivered promptly to the Buyer. The Seller will arrange access for the Buyer and its representatives to any premises required to enable the Buyer and its representatives to exercise the foregoing rights. The Seller will report promptly and regularly to the Buyer on the status of progress in design, engineering, fabrication, shipment and delivery of the Goods, as applicable, and as the Buyer may reasonably require. The Goods are subject to Acceptance by the Buyer, and the Buyer shall, within a reasonable time after delivery hereunder, inspect the Goods. The Buyer may reject, by notice to the Seller, any portion of the Goods not conforming to the requirements of the Purchase Order. If inspection discloses that any portion of the Goods do not conform to the requirements of the Purchase Order, the Buyer may without liability and without limiting any other rights of the Buyer, cancel any unshipped Goods. Rejected Goods which have been delivered will be held by the Buyer, or returned to the Seller to such location as may reasonably be selected by Buyer, at the Seller's sole risk and expense.

VIII. Title and Risk:

Buyer shall not be deemed to accept the Goods until Buyer actually receives, inspects and accepts such Goods. Risk of loss or damage to the Goods shall not pass to the Buyer until delivery to the Buyer

IX. Warranty:

In addition to any express warranties provided by the manufacturer, the Seller warrants that each item of the Scope of Supply delivered hereunder is free of all liens, charges, encumbrances and adverse claims of any kind whatsoever and that the Buyer shall have good and marketable title to the Scope of Supply; is new, of merchantable quality and fit for its intended purpose; and complies with all requirements of the Purchase Order and with all applicable laws, regulations and technical codes. The Seller warrants that the Scope of Supply complies with and will perform in accordance with the quality and performance specifications set out in this Purchase Order, and that it will be free from defects and deficiencies in design, workmanship or materials appearing within the period expiring 12 months after the date of Acceptance of the particular Goods or Services forming the Scope of Supply, as the case may be. The Seller, at the Buyer's request, shall assign to the Buyer the benefit of all warranties, performance guarantees and similar obligations given to the Seller by any subcontractor; such obligations and any assignment thereof do not relieve the Seller of its obligations under this Purchase Order. The Seller shall repair, replace or reperform, at its own expense and under the same delivery limits set out in this Purchase Order, any portion of the Scope of Supply failing to meet its warranty. If the Seller fails to do so within three working days after receipt of notice from the Buyer, or within such other period of time that is, in the Buyer's sole discretion, acceptable to the Buyer for completion of the correction, the Buyer without prejudice to any other right or remedy it may have, may: correct the default and deduct and retain the cost of correction and any other loss or damage sustained by the Buyer as a result of the Seller's default; and any delay resulting therefrom, from any payment then or thereafter due to the Seller under this Purchase Order; or accept the non-conforming portion of the Scope of Supply and back-charge the Seller for the reduction in value to the Scope of Supply. Any portion of the Scope of Supply repaired, replaced or reperformed under this warranty is further warranted by the Seller against defects or deficiencies in design, workmanship or materials appearing within a period expiring 12 months after the date of completion of repair, replacement or completion of reperformance. The foregoing warranties are in addition to, and not in substitution for, any guarantee or warranty set forth elsewhere in the Purchase Order or implied by law

X. Assignment/Subcontracts

The Seller may not assign or subcontract all or any part of this Purchase Order without the prior written consent of the Buyer. The Seller will preserve and protect the rights of the Buyer under this Purchase Order with respect to any party with whom the Seller subcontracts for the performance of Services or supply of Goods hereunder and will enter into contracts or written agreements with such subcontractors to require them to perform their part of the Services or supply of Goods hereunder in accordance with and subject to the terms and conditions of this Purchase Order. The Seller shall be fully responsible to the Buyer for the acts and omissions of its subcontractors and of persons directly employed by them in the same manner in which the Seller is responsible under this Purchase Order for its acts and omissions. Nothing contained herein shall create a contractual relationship between the Buyer and any party with whom the Seller subcontracts for the performance of Services or supply of Goods pursuant to this Purchase Order.

XI. Compliance with Laws

The Seller shall comply and shall cause each of its subcontractors to comply, with all laws, licenses and permits applicable to the performance and completion of the Scope of Supply, and with all reasonable rules and regulations made by the Buyer. The Scope of Supply will conform to the requirements of all laws, regulations and orders and with all permits and licenses issued thereunder. The Seller will obtain all permits, licenses and certificates and pay all fees that may be required for the performance of the Services.

XII. Waiver and Indemnity:

1. Waiver. The Seller shall make no claim or demand against the Buyer or its directors, officers, employees, agents and representatives, for any injury, including injury resulting in death, or loss of, or damage to, property, suffered by the Seller or its directors, officers, employees, agents or representatives or by any other person that is based upon, arises out of, or is in any way connected with, the Purchase Order and the Seller releases the Buyer and its directors, officers, employees, agents and representatives from all such claims or demands.
2. Indemnity of Third Party Claims. The Seller shall defend, indemnify and hold harmless the Buyer and its directors, officers, employees, agents and representatives from and against any and all Claims in respect of loss or damage to, or destruction of, property, or personal injury, including injury resulting in death, suffered, made or brought against the Buyer or its directors, officers, employees, agents and representatives by third parties by reason of the breach of the provisions of the Purchase Order, negligence or any other act or omission of the Seller, a subcontractor of the Seller or their respective directors, officers, employees, agents or representatives, or anyone for whose acts they may be liable.

XIII Intellectual Property:

The Seller warrants that the Scope of Supply and the use thereof by the Buyer does not infringe any foreign or domestic patent, industrial design, utility model, trademark and associated goodwill, copyright, trade secret or other industrial or intellectual property right (herein collectively referred to as "Intellectual Property"). The Seller will indemnify and save harmless the Buyer from and against any and all Claims arising out of or relating to any such infringement. If use or operation of the Scope of Supply, or any part thereof, is enjoined by a court of competent jurisdiction, the Seller either will procure and pay for a perpetual and royalty free license in favour of the Buyer permitting continued use of the Scope of Supply or will replace the Scope of Supply at the expense of the Seller, including all costs of design, engineering, removal, replacement, freight, taxes and insurance, with non-infringing work of equivalent quality and performance capability.

XIV Termination/Cancellation:

Without restricting any right or remedy otherwise available to the Buyer, the Buyer may, upon notice to the Seller:

- (a) at no cost to the Buyer, terminate this Purchase Order if the Seller becomes bankrupt, takes any step or proceeding available to it for the benefit of insolvent debtors, becomes insolvent, takes any step or proceeding for its dissolution or winding up, ceases to carry on business, assigns this Purchase Order, a receiver is appointed for all or a portion of the Seller's assets or is in breach of any of its obligations hereunder and fails to cure the breach within 10 business days after notice from the Buyer; and
- (b) at no cost to the Buyer, and without reliance on any one of the occurrences set out in paragraph (a) above, at any time and without cause, terminate this Purchase Order by 30 days' notice in writing to the Seller or payment in lieu of notice, and shall be liable to the Seller only for monies already accrued and owing to the Seller up to the date of termination.

XV. Miscellaneous:

1. Set-Off. The Buyer may set off against monies owed to the Seller under this Purchase Order, the amount of any Claims which the Buyer may have as a result of any breach or anticipated breach by the Seller of the terms of this Purchase Order.
2. Non-Waiver. No inspection, review, approval or payment given or made by or on behalf of the Buyer relieves the Seller of its obligations under this Purchase Order. No failure by the Buyer to complain of any breach by the Seller constitutes a waiver of the rights and remedies of the Buyer in respect thereof. No waiver by the Buyer of any particular breach by the Seller constitutes a waiver of any continuing or subsequent breach by the Seller. Any waiver given by the Buyer must be in writing and signed by the Buyer or its agent.
3. Enurement. This Purchase Order is binding upon and enures to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Acknowledgement. The Seller, by the signature of its authorized signatory appearing on the Purchase Order, acknowledges (or by performance of the Scope of Supply, is deemed to have acknowledged) that it has read, understands and accepts all the terms and conditions of this Purchase Order, including but not limited to the foregoing Terms and Conditions and the Special Terms and Conditions.
5. Governing Law. The provisions of this Purchase Order shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflict of laws rules. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia and waives any objection which it may now or hereafter have based on inconvenient forum for such proceedings. The United Nations Convention on the International Sale of Goods shall not apply to this Purchase Order.
6. Severability. Should any provision of this Purchase Order be declared or held to be void or unenforceable for any reason, the validity of the remainder of this Purchase Order is not affected thereby and it is the intention of the parties that any such provision be revised so as to make it enforceable to the maximum extent permissible under applicable law.



FOIPP s. 15, FOIPP s. 17

Purchase Order Details FOIPP s. 15, FOIPP s. 17

| | | | | | |
|------------------------------|--|----------------------------|--|--------------------------------|--|
| Revision: 0 | | Date of Issue: 7/5/11 | | Freight Terms: PREPAID&CHARGED | |
| Purchasing Agent: [Redacted] | | Requested Delivery Date: | | Ship Via: [Redacted] | |
| Currency Code: CAD | | Payment Terms: Net 30 Days | | F.O.B.: Destination | |

Vendor: [Redacted] Contract #: [Redacted] Phone: [Redacted] Fax: [Redacted]

[Redacted] FOIPP s. 17, FOIPP s. 21

Attention: [Redacted] Bill To: ACCOUNTS PAYABLE

Ship To: PR-2058T Catalog Code: [Redacted]

PO Line: 1000100031.0001 Mfg: [Redacted] Model Number: [Redacted]

| Item | Description | Qty | Units | Unit Cost | Line Cost | Tax | Total | Ship To | Attention | WO# |
|------|---|-----|-------|-----------|-----------|-----|-------|------------|-----------|------|
| | REPLACE STAIRS, (WIDER), COMPLETE WITH HANDRAIL | | | | | | | RMD-2081ST | | NEXP |

FOIPP s. 17, FOIPP s. 21 Total Line Cost: [Redacted] FOIPP s. 15, FOIPP s. 17

Total PO Cost: [Redacted] FOIPP s. 17, FOIPP s. 21

Purchasing Dept. Signature: _____

Ordered By: _____

Date: _____

Expected Delivery Date: _____



Tracking Number: ALERT-NEXP-146
 Worksite: Northern Expedition
 Department: Engineering
 Supporting Department:
 Date: 6/17/2011
 Near Miss or Hazard: Hazard
 Observation: Poorly constructed and installed walkway and handrails in forward potable water room
 Risk Level: ALARM
 Risk Level (BEFORE ACTION):
 Immediate Action: Must be removed and proper equipment and railings installed. [redacted] reported this to [redacted] and asked that Deck Dept be notified
 RISK LEVEL (AFTER ACTION):
 Follow-Up Action: Discuss with C/E. Deck dept notified to use caution on catwalk.
 Work Order: [redacted] FOIPP s. 15, FOIPP s. 17
 Comments:
 ALERT Status: Resolved
 Date Resolved or ALARP:
 IAR Requested?:
 IAR Tracking Number:
 Employee: Intentionally Blank
 Supervisor: [redacted] FOIPP s. 15, FOIPP s. 22
 Watch:
 Safety Officer: [redacted] FOIPP s. 22
 Region: North Coast
 Year: 2011
 Month: June
 Months Not Resolved: 0
 Quarter: 1
 Year+Quarter: 2011/12-Q1
 Worksite:Site Abbreviation: NEXP
 Worksite:Dept/Region: AEL
 Risk Category:
 Risk Category:L1:
 Risk Category:L2:
 Risk Category:L3:
 Worksite:Regional Safety Committee: North Coast

FOIPP s. 22

FOIPP s. 22

FOIPP s. 15, FOIPP s. 17

FOIPP s. 15, FOIPP s. 22

FOIPP s. 22

FOIPP s. 15, FOIPP s. 22

Close

Created at 8/20/2013 3:26 PM by [redacted]
Last modified at 11/7/2013 8:58 AM by [redacted]

FOIPP s. 15

FOIPP s. 15

