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| **DATE: 2021-11-10** |  | **Proposal #** | **100098 Rev 2.0.0** |

**Project:** **Site Address – Victoria BC**

**Reference:** **Main Breaker Retrofit**

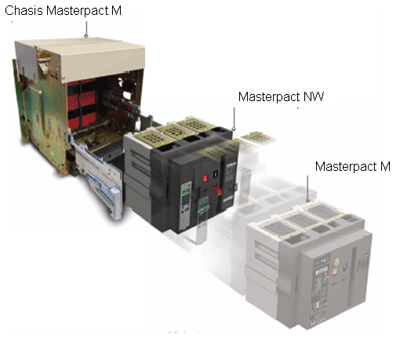
Thank you for requesting a proposal from Prime Engineering to provide an upgrade to the main breaker at the 810 Blanshard location in Victoria, BC.

# Main Breaker Retrofit

Prime Engineering recommends replacing the existing 2000A breaker as this model of breaker is prone to failures and requires maintenance. A BC Hydro isolation would be required to perform any work on this main breaker however, BC Hydro will not allow their line crews to isolate the SPOT network for maintenance.

Prime Engineering proposes to replace the existing main breaker with a new draw-out 2000A circuit breaker. The intention would be to re-use the existing enclosure with modifications, as necessary. Installing a new rackable circuit breaker will allow maintenance and long-term serviceability to exist without any issues for the safety of personnel. This retrofit will require a BC Hydro isolation; however, after the proposed draw-out breaker is installed, future maintenance personnel will not have to request costly isolations from BC Hydro to service downstream equipment.

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| **Figure 1**. Existing Main Breaker | B:\Victoria North and Gulf Islands\Chemainus Sawmill\Current Projects\4154 - Breaker Replacements\Pictures\21-11-2015 site visit\IMG_4379.JPG  **Figure 2**. Example of New Main LV Breaker |

[](http://www.google.ca/url?sa=i&rct=j&q=&esrc=s&frm=1&source=images&cd=&cad=rja&uact=8&ved=0CAcQjRw&url=http://www.schneider-electric.com.mx/sites/mexico/es/productos-servicios/servicios/retrofit/remplazo_interruptores.page&ei=1zHuVPeWOdTToAS7uIKoCw&bvm=bv.86956481,d.cGU&psig=AFQjCNFrSxm_nJmF9hf98tNzjTV3_J4UnQ&ust=1424982860514992)

**Figure 3**. Rack-able functionality

Scope of Supply:

1. QTY 1. 2000A Draw-out Circuit Breaker (NW20L) – 100kA, 600V, 3-Pole, LSIG
2. Custom metal work for switchgear cells as required.
3. Testing and commissioning of all newly supplied equipment.
4. CSA inspection on the retrofitted gear.

The scope of work for this line item will entail:

* Gather and fabricate all equipment and metalwork necessary for the installation;
* Prime Engineering to coordinate with contractor to perform installation outage (BC Hydro isolation required);
* Perform safety tailboard/field hazard assessment before isolation;
* Remove existing main breaker and prepare work area for new installs;
* Install new main circuit breaker, and components;
* Obtain CSA recertification;

## Remote Open/Close Panel for Breaker

Prime Engineering will supply a pre-wired remote panel for operating the main 2000A LV breaker remotely. The installation of a remote open/close panel will greatly reduce the risk of injury to personnel in the event of an arc flash by removing the need for the operator to be close to the breaker during operation.

* We will require Bridge to supply:
  + A 120VAC circuit, preferably an emergency circuit if available, to feed the remote box.
  + The conduit from the breaker to the remote panel and run the wire with Prime Engineering terminating to the terminal blocks. Including: a pipe with 8 wires, minimum #12 and a ground, and a second pipe with 5 conductors, size #12 and a ground.



**Figure 3**. Example of new remote open/close

## Power System Study (Coordination)

A review will be performed to determine the **best possible** settings so that the new breaker will as close as possible match the existing protective device.

* No review of upstream or downstream equipment has been allowed for here

# Arc Flash Hazard Analysis

Prime Engineering Proposes to supply an Arc Flash Hazard analysis for 810 Blanshard St. Scope of work includes the main distribution only. (Equipment/branch devices downstream of 120V panels as well as all 120V power/lighting panels not included)

Prime Engineering will utilize the electronic transient analysis program (ETAP) latest version to perform the arc flash study and will provide the results of this study in a report format for your review prior to final release.

In order to perform such analysis some critical information regarding the site is required. Prime engineering will utilize existing drawings and site information to begin the analysis process.

The following information is required in order to properly prepare an Arc Flash Hazard analysis:

* Feeder Information
* Type of system grounding
* Transformer nameplate information
* Motors nameplate (motors >50HP)
* Cable type and lengths
* Generator nameplate information
* Breaker nameplate information
* Relay settings and nameplate information

All protective devices and equipment, including those at or below 240VAC, will be evaluated using ETAP software and calculation methods outlined in IEEE 1584.

Prime Engineering Ltd will not include single phase systems in the Arc Flash model but will extrapolate expected model Arc Flash issues from a three-phase model of the system

Parameters and nameplate information of site equipment will be determined from data collected, information provided to Prime Engineering and available manufacturer information. In some cases, due to old or obsolete products, equipment information may not be available; in these cases, Prime Engineering will utilize similar component parameters in order to complete the study but highlight the assumptions made.

## Coordination and Short Circuit

As part of the Arc Flash Hazard Analysis Prime Engineering will supply a coordination and short circuit analysis of the system modelled.

The coordination study will highlight areas where relay settings can be improved. The short circuit study will determine if any devices in the facility are over-duty for the amount of fault current they can potentially be subjected to. It will provide recommendations for corrective actions and replacements should the need exist.

Data provided as part of the short circuit analysis shall clearly state the operating time in cycles of each breaker and indicate whether the time current curves for relays are inclusive of breaker tripping time or otherwise.

A recommended settings summary table shall be provided indicating all required settings on protective equipment devices for ease of implementation.

## Drawings

Prime Engineering will provide a single line drawing of the system modelled. The SLD will be an output of the ETAP modelling software and will clearly show the short circuit values for each bus as determined by the Short circuit analysis.

## Arc Flash Stickers

Prime Engineering will supply the required Arc Flash Stickers based on the system and devices modelled. Label affixing will be completed by others, not by Prime Engineering. Please note these stickers are only English, if a second language is required, it can be provided at an additional cost.

The stickers will follow a format similar to the following, and only be printed in English unless request otherwise, and additional charges will apply:

|  |  |
| --- | --- |
| A picture containing text  Description automatically generated  Figure 2 - Sample Three Phase Arc Flash Label | Text  Description automatically generated with medium confidence  Figure 3 - Sample Single Phase Arc Flash Label |

### Data Gathering by Prime Engineering

Prime Engineering proposes to supply resources to perform a site walk-through to collect any missing data required for the above proposed power systems studies. All applicable drawings and specifications must be provided to Prime prior to this data gathering visit.

We request Bridge Systems to provide a site contact to guide Prime Engineering’s employees onsite and to clarify equipment under scope of work.

To get all of the necessary equipment information a partial site de-energization may be necessary. Prime will try and identify any equipment that may required this as early in the process as possible for scheduling. If an outage is not possible than Prime will discuss possible options to move forward with the analysis. It is recommended that the data gathering is completed during the main breaker retrofit outage.

If during the data gathering Prime determines equipment information cannot be safety obtained, we will immediately discuss possible options to move forward with the analysis.

# Contractor Requirements

**Prime Engineering** proposes to provide the services as listed above, based on the following services being provided by your crew;

Prior to the outage(s):

* Coordinate the utility and building for the same date and time, informing all the tenants;
* Transfer any emergency loads that need to be transferred; (lock off elevators to prevent personnel being trapped, notify the alarm company);
* Obtain any permits as required;
* Mount the remote control box
* Supply and install a 120V 15A circuit to the remote box
* Install 2 Pipe/cables from the remote box to the circuit breaker cell. Allow for 4 wires in one, 8 in the other

During the outage(s):

* Provide staff to assist with resolving issues as they arise within the facility during installation outage;
* Building security requirements;
* Arrange temporary power requirements to building circuits if required;
* Disposal and/or storage of existing equipment and debris throughout scope of work;

**It is up to the client’s staff to complete the site notifications regarding the outages and inform all affected parties.**

# Outage Schedule and Work Sequence:

* A 4-hour measurement outage will normally be required for this work, but one is not possible because this system is connected to BC Hydro’s downtown ring (SPOT) network. BC Hydro does not allow their line crew to isolate the SPOT network for maintenances and measurements.
* The installation of the main LV breaker and remote panel will require a minimum 12-hour site wide outage. A BC Hydro isolation will be required for this outage.
* Commissioning, testing, and CSA re-certification will be supplied through Prime Engineering after equipment installation.

# Clarifications & Assumptions

Please review the following clarifications and assumptions and update a representative if changes are to be made:

* Removal of any hazardous asbestos is not included
  + See optional pricing.
* Power System studies other than those indicated in this proposal are not included here.
* Lugs and cables terminations not included.
* Lighting, fire stopping, cleaning of electrical room not included.

## BC Hydro Charges

It is understood that Prime Engineering will be responsible for coordinating with BC Hydro for the proposed outages. This site is located on the BC Hydro SPOT network, isolation costs can range from $5,000 to $15,000, due to the dangers of this more involved isolation. Prime Engineering adds a 15% administration fee to the BC Hydro costs. Any charges from BC Hydro will be considered extra.

# PRICING

This proposal is based on a combination of standard time rates for fabrication in shop, over time rates at site for personnel, and a final report.

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| --- | --- | --- | --- | --- |
| **Item** | **Description** | **Qty** | | **Price** |
| 1 | 2000A Breaker Retrofit | **1** |  | |
| 2 | Remote Open/Close operation panel | **1** |  | |
| 3 | Main Breaker Power System Study (Coordination) | **1** |  | |
|  | **Total Price** | **Lot** | **$32,435.00** | |
| 4 | BC Hydro Coordination – Installation Outage | **1** | \* TBD | |
|  |  |  |  | |
|  | Optional Items: |  |  | |
| 5 | Asbestos Removal and Coordination by Prime Engineering | 1 | $1,295.00 | |
| 6 | Site Wide Arc Flash Hazard Analysis   * Includes data gathering by Prime Engineering | 1 | $10,955.00 | |

**Notes**

* All prices in Canadian dollars.
* Subject to applicable taxes.  In circumstances where PST applies, the customer is responsible for providing PST exemption documentation to support any eligible exemption.
* It is the contractor’s responsibility to ensure that the applicable permits are in place to perform the scope of work suggested in this proposal.
* Delays due to issues outside of Prime Engineering’s control will be considered extra.
* Prices are valid for 30 days from date of proposal.

# Extra work (outside of scope of work in this proposal)

Work outside of the scope listed above, delays (outside of Prime Engineering control and not due to our supply/workmanship) are considered as extra work.

Extra work will be billed at the rates in effect at the time the work was completed. Please contact us for our current detailed rate sheet.

If an order is to result from this quote, please send purchase order to [orders@primeeng.ca](mailto:orders@primeeng.ca) referencing this proposal number.

Again, thank you for considering Prime Engineering. We hope this proposal meets your requirements. If you have any questions or concerns please feel free to contact me.

Sincerely,

![A close up of a device

Description automatically generated](data:image/jpeg;base64,/9j/4AAQSkZJRgABAQEAeAB4AAD/4RDuRXhpZgAATU0AKgAAAAgABAE7AAIAAAAMAAAISodpAAQAAAABAAAIVpydAAEAAAAYAAAQzuocAAcAAAgMAAAAPgAAAAAc6gAAAAgAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAFNoYW5lIEJsYWNrAAAFkAMAAgAAABQAABCkkAQAAgAAABQAABC4kpEAAgAAAAMzOQAAkpIAAgAAAAMzOQAA6hwABwAACAwAAAiYAAAAABzqAAAACAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA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# Terms and Conditions

**Definitions**. In these Terms and Conditions, the following definitions apply:

* 1. “Agreement”: the agreement between Prime Engineering and the Customer for the purchase and sale of Goods and/or Services.
  2. “Prime”: Prime Engineering Ltd.
  3. “Customer” : Name and Address as indicated on Prime Order Acknowledgment
  4. “Ship To” : the location identified by Customer and indicated on the Order Acknowledgment to which Prime is to deliver Goods and/or perform the services.
  5. “Goods” : the goods that are required to be delivered by Prime pursuant to a Purchase Order from Customer and confirmed via Prime’s Order Acknowledgment and includes all materials, component parts, packaging and labelling of such goods.
  6. “Order Acknowledgment” : Document outlining all required goods and/or services provided by Prime to Customer after receipt of Customer Purchase Order
  7. “Change Order” : Document outlining any and all required deviation(s) to materials and/or services as outlined in the Order Acknowledgment.
  8. “Intellectual Property Rights” : all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
  9. “Purchase Order (PO)” : document provided by the Customer to Prime outlining the required goods and/or services to be provided by Prime
  10. “Services” : any services to be provided by Prime to Customer pursuant to an Order Acknowledgment.
  11. “Specifications” : the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Order Acknowledgment.
  12. “Proposal” : Document provided by Prime to Customer outlining required goods or services and pricing

**Sale:** The sale consists only of: (a) A Proposal supplied by Prime (b) A purchase order supplied by the customer to Prime; (c) An order acknowledgment supplied by Prime to the Customer; (c) any specification or other document expressly referenced in the Order Acknowledgment; (d) any approved change order referencing the order acknowledgement document number and (e) An invoice supplied by Prime to the Customer.

The Customer’s submitted PO or in absence of a PO the acceptance of the Order Acknowledgment shall act as Customers’ acceptance of our standard terms and conditions as outlined within this document.

A proposal when supplied by Prime to the customer will act as a reference document for detailed technical specifications and project milestones. All pricing and payment terms will be as indicated on the Order Acknowledgment. In the event of any discrepancy between the Proposal and Order Acknowledgement the Order Acknowledgment will take precedence.

All orders are subject to Prime Engineering’s full review prior to acceptance. Prime’s Order Acknowledgment constitutes acceptance for goods and/or services provided or delivered as outlined within the Order Acknowledgment. No orders shall be accepted by Prime with undefined delivery timelines or request to hold equipment indefinitely.

Shipping schedules are made in good faith. Prime cannot, however, accept liability for penalty or damages resulting from shipping delays caused by events outside of Prime’s control and Force Majeure including but not limited to strikes, fires or any other cause beyond Prime’s control. Ship Separate Parts may not arrive concurrently with the equipment and some assembly may be required.

**Payment:** Standard terms of payment are NET thirty (30) days from the date of invoice and acceptance by Prime of a completed credit application by the Customer unless otherwise specified within the Order Acknowledgment. Terms of payment in advance of credit application approval or if credit application is denied will be either Cash in Advance (CIA), Cash on Delivery (COD) or a combination thereof as specified within the Order Acknowledgment.

Payment will be accepted in the following ways:

1. Cash
2. Direct Deposit
3. Cheque
4. Money Order
5. Electronic transfer (e-transfer)
6. Major Credit Card (MasterCard, Visa and American Express)
   1. A transaction fee of $18 CAD or 3% of total transaction amount (whichever is more) will be added to all credit card transactions at the time of processing.

Customers will pay the total amount shown on each invoice in compliance with the terms indicated on the invoice without exception.

Past due invoices will be subject to an annual interest rate calculated from the past-due date of eighteen (18%) percent. If customers fail to make payment at its full discretion Prime Engineering may pursue legal action to collect the original invoiced amount, applicable interest and any costs incurred as a result of legal action taken. In the event legal action is taken to collect the past due amount(s) the customer will be considered in breach of this agreement and Prime Engineering may at its sole discretion and without notice cancel any or all work in progress or delivery of any products or services pending between the Customer and Prime whether or not an Order Acknowledgment has already been provided. Prime will issue an invoice to Customer for costs incurred to date for any products or services canceled as a result of the breach which may include but are not limited to parts ordered, hours worked, or shipping fees incurred.

Title to equipment sold pursuant to this agreement shall remain vested in Prime Engineering and shall not pass to Customer until the total amount owing as indicated within the invoice provided by Prime to Customer has been paid in full and received by Prime. Until title to equipment passes:

1. Prime shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the equipment;
2. Prime and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the equipment or any part thereof is stored, or upon which Prime reasonably believes them to be kept;
3. Customer shall store or mark the equipment in a manner reasonably satisfactory to Prime indicating that title to the equipment remains vested in Prime; and
4. Customer shall insure equipment to their full replacement value and arrange for Prime to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to equipment remains vested in Prime, risk in equipment shall pass to the Customer upon delivery.

**Change Orders:** Any deviation to the materials and/or services as outlined within the Order Acknowledgment will require a formal change order. A deviation may be requested in writing by either Prime or the Customer, once initiated Prime will provide a change order document which will include at a minimum (a) details of the required deviation; (b) financial implications of the deviation; and (c) any applicable milestones. All change orders must be approved by the Customer and Prime Engineering in writing. Prime Engineering may at its sole discretion request a new or revised Purchase Order from the Customer in the event an approved change order has financial implications.

Any change order that is initiated by either Prime or the Customer may affect the delivery date as indicated on the Sales Order Acknowledgment.

**Delivery:** Prices as shown within order acknowledgment are based on ExWorks Prime Engineering Ltd, Victoria, BC Canada unless otherwise indicated on the Order Acknowledgment.

In the event the customer is unwilling or unable to accept receipt of materials shipped, when ready for shipment, or if the customer requests Prime hold the shipment until a future date Prime reserves the right to include on the customers final invoice material handling and/or storage fees in excess of amounts shown on order acknowledgment.

**Confidentiality:** The customer shall not disclose trade secrets or confidential information including but not limited to pricing, supply lists, plans, drawings and programs to third parties without prior written consent by Prime Engineering Ltd.

Customer shall not reverse engineer, decrypt, decompile or disassemble the supplied materials without expressed written consent by Prime Engineering Ltd.

**Force Majeure:** Prime Engineering Ltd will not be liable for extended delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, material shortages, labour disputes, unforeseen circumstances, transportation delays, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. In the event of any of the aforementioned Prime Engineering’s time for delivery or performance will be either extended or at the sole discretion of Prime Engineering Ltd cancelled in whole or in part.

**Performance liability:** Customer shall indemnify, defend and hold harmless Prime, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the “**Prime Indemnified Parties**“) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by Prime Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services provided, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Customer or any of its Affiliates or subcontractors; or (d) Customer’s breach of any of its obligations under this Agreement.

**Intellectual Property:** Prime shall retain ownership of all Confidential Information and intellectual property it had prior to the Agreement. All intellectual property conceived, created, or provided by Prime, whether alone or with any contribution from Customer or its personnel, shall be owned exclusively by Prime. Prime shall own exclusively all rights in ideas, inventions, works of authorship including derivative works, strategies, plans, data, and other intellectual property created in or resulting from the Agreement, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights. To the extent that Customer may acquire any right or interest therein, Customer irrevocably assigns all such right and interest exclusively to Prime and agrees to execute assignments and other documentation as necessary to achieve that result. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, to any such intellectual property.

**Limitation of Liability**: Except for damages that are the result of the gross negligence or willful misconduct of an employee of Prime, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this agreement.

**Taxes:** Unless otherwise stated within order acknowledgment, all prices or other payments stated within the order acknowledgment are exclusive of any taxes. Prime will separately itemize all applicable taxes on each invoice provided to customer.

**Warranties:** Per Prime’s ‘Equipment and Installation Warranty’, Prime’s warranty includes repair or replacement of all new equipment supplied by Prime Engineering which is deemed faulty by Prime due to defective material or workmanship when equipment is utilized under normal and proper conditions within twelve (12) months from the date of delivery (Date of delivery as defined in the Order Acknowledgement). Warranty will include the cost to repair or replace such materials or equipment in part or as a whole as deemed necessary to put the equipment back into operation. Replacement of equipment under warranty does not extend the warranty period of the equipment or include removal, assembly, shipping and/or transportation costs.

Please request a copy of our ‘Equipment and Installation Warranty’ for further details on our standard and extended warranties.

**Cancellation:** Any request to cancel a customer purchase order which has been acknowledged by Prime must be sent to Prime in writing. Prime will respond to the request to cancel within two (2) business days, this response will include a cancelation invoice detailing costs incurred by Prime to date in relation to the outstanding purchase order, Customer acknowledges that they will be responsible to pay the cancelation invoice in full within the payment terms as set out within order acknowledgment.

**Severability**: If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

**Waiver**: No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.

**Survival**: Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.

**Interpretation**: The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.

**Entire Agreement:** This document constitutes entire agreement between Prime Engineering Ltd and the customer. No prior agreements or negotiations shall supersede these terms and conditions.

**Governing Law**: This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia in Victoria, which will have exclusive jurisdiction over any matter arising out of this Agreement.