

**NEW PAYMENT AND INVOICING LANGUAGE
SUPPLY (RECURRING REQUIREMENTS) AGREEMENT**

Effective Date: August 4, 2020

Excerpt of relevant provisions, as amended, from Appendix A – General Conditions (Supply – Recurring Requirements):

GC.6 CONTRACT PRICE AND PAYMENT

6.1 Direct Deposit Application Form

The Supplier will submit to Hydro's Representative, concurrently with the delivery of the Agreement, a completed Direct Deposit Application Form in the form provided by Hydro's Representative (the "**Deposit Application**"). The following will apply to the information contained on the Deposit Application:

- (a) BC Hydro will be entitled to rely on such information without further enquiry or investigation;
- (b) BC Hydro reserves the right (but not the obligation), in its sole discretion, to require the Supplier's Representative to provide evidence as to the accuracy of such information; and
- (c) the Supplier will, at no cost to BC Hydro, promptly provide such evidence to Hydro's Representative.

If, at any time, the Supplier requires to change any information contained on its completed Deposit Application, the Supplier's Representative must submit to Hydro's Representative a revised Deposit Application.

6.2 Invoices

Non-Evaluated Receipt Settlement ("ERS") Enabled Suppliers

Upon delivering the Material to BC Hydro in accordance with a Purchase Order, the Supplier's Representative will submit to BC Hydro an original invoice, with a copy of the invoice to Hydro's Representative. The Supplier will include the following documentation with each invoice:

- (a) copies of all reporting forms required by [Appendix I](#) – Indigenous Engagement, if any;
- (b) any supporting data and computations required by Hydro's Representative; and
- (c) any other documents required by Hydro's Representative, acting reasonably.

The original invoice will be submitted to BC Hydro's third party invoice processing provider, currently the SAP Ariba Network ("Ariba"). The Supplier will use Ariba to transact all orders and invoicing under the Contract, and may contact the BC Hydro Accounts Payable team at AccountsPayable@bchydro.com or at 604-663-3572 for setup assistance and for invoicing or payment inquiries. BC Hydro will pay any transaction fees that Ariba charges for the transaction of orders or invoicing under the Contract.

By exception and written approval by Hydro's Representative only, if Supplier is unable to use Ariba then, instead of submitting an invoice in Ariba as per the above, Supplier may submit an

invoice to BC Hydro Accounts Payable team by email at AccountsPayable@bchydro.com, unless otherwise agreed by BC Hydro.

ERS Enabled Suppliers

If Supplier is ERS enabled, then the above process does not apply. Upon delivery and acceptance of Material, an invoice will be automatically generated by BC Hydro and payment will be made in accordance with GC.6.4.

6.3 Submission of Invoice Not a Waiver

The Supplier's submission of an invoice under GC.6.2 will be without prejudice to the Supplier's rights to dispute under **Error! Reference source not found..**

6.4 Payment

Payment will be made to the Supplier as follows:

- (a) For non-ERS enabled Suppliers, BC Hydro will pay the Supplier the amount for Material delivered and accepted (i) 30 days after receipt of the invoice, or (ii) upon acceptance of the Material by BC Hydro, whichever is later;
- (b) For ERS enabled Suppliers, BC Hydro will pay the Supplier 30 days after the invoice is generated by BC Hydro;
- (c) payments made within ten days of the receipt of the invoice are subject to an early payment discount of **[●]**% deducted from the amount (net of taxes) payable under that invoice; and
- (d) all amounts due and owing as determined in accordance with GC.6.4(a) will be paid:
 - (i) if the Purchase Order Price is in Canadian dollars and the Supplier has designated an account at a Canadian financial institution in its then current Deposit Application, by direct deposit using an Electronic Funds Transfer to that account; or
 - (ii) in any other case, either by wire transfer to the account the Supplier has designated in its then current Deposit Application or by cheque or bank draft, in BC Hydro's sole discretion.

Any fees charged by the receiving or any intermediary institution(s) related to accepting or processing an Electronic Funds Transfer or a wire transfer will be the responsibility of the Supplier.

6.5 Payment Not a Waiver

No payment made to the Supplier by BC Hydro will at any time constitute approval or acceptance of any Material or Services under the Contract, nor be considered a waiver by BC Hydro of any of the terms of the Contract, nor relieve the Supplier of any of its duties, obligations or responsibilities under the Contract to perform the Services in accordance with the requirements of the Contract Documents.

6.6 Right of Set-off

BC Hydro may set-off, as against any amounts due to the Supplier, any amount owing from the Supplier to BC Hydro, including liquidated damages and other amounts as payable under the Contract Documents, and including amounts payable under other agreements between BC Hydro and the Supplier or an Affiliate of the Supplier.

6.7 Limitation of Certificates

Neither Hydro's Representative nor BC Hydro, by issuing any certificate, guarantees, or otherwise becomes liable or responsible in any way for, the completeness or correctness of the Services, and no certificate will make Hydro's Representative or BC Hydro in any way responsible or liable for the performance of the Services.

6.8 Waiver of Claims

As of the date of the Supplier's application for final payment under a Purchase Order, the Supplier expressly waives and releases the Indemnified Parties from any and all Claims which, as of the date of the application, the Supplier has or reasonably ought to have known the Supplier has against the Indemnified Parties, or any one of them, with respect to the Services performed under the Purchase Order, including those arising from the negligence of or breach of the Contract with respect to the Purchase Order by an Indemnified Party, or any other representative of BC Hydro, except for Claims set out in writing and delivered to Hydro's Representative prior to the delivery by the Supplier of the application and still unsettled.

6.9 Provisional Sums

If BC Hydro has included a provisional sum on [Appendix E](#) – Schedule of Quantities and Prices, then BC Hydro will pay any such sum or portion of such sum pursuant to a Change Order agreed by BC Hydro and the Supplier under GC. **Error! Reference source not found..**

22.2 GST and PST

GST, and PST where applicable, will be identified as a separate line item on all invoices, and will be payable by BC Hydro to the Supplier as a separate item in addition to the Purchase Order Price. GST and PST will be calculated on gross invoice value (inclusive of any holdbacks).