

Outdoor Power Equipment Institute of Canada
British Columbia Stewardship Program for Outdoor Power Equipment

Participant Agreement

**Terms and Conditions of Participation
in the Outdoor Power Equipment Institute of Canada Stewardship Program**

This agreement (the “Agreement”) is entered into on the day that the Participant completed online registration (if approved).

Between:

Outdoor Power Equipment Institute of Canada

And:

The “Participant” (details as provided to the online registration system)

Whereas:

Under current regulation in British Columbia (the “Regulation”), producers, who sell or offer for sale certain outdoor power equipment (“Program Products”) as described in the Regulation are required to undertake or to participate in an approved outdoor power equipment stewardship program. Outdoor Power Equipment Institute of Canada (“OPEIC”) is a not-for-profit association formed to establish and manage stewardship programs for Program Products in Canada and specifically in British Columbia.

OPEIC has received approval to proceed with a stewardship program from the British Columbia Ministry of Environment for Program Products (the “Program”). OPEIC will carry on the Program with the assistance of Product Care Association. Funds to carry on the Program will come from environmental handling fees (“EHFs”) and remitted to OPEIC by the Program participants based on the type and number of Program Products sold.

The Participant wishes to participate in the Program, and accordingly agrees to be registered with OPEIC, subject to acceptance of OPEIC, and to abide by and comply with the following terms and conditions:

1. Participant agrees to remit EHFs as hereinafter set out:

- a) Participant shall report all Program Products subject to the Regulation, in accordance with the reporting procedures established by OPEIC from time to time.
- b) Participant shall complete and file with OPEIC an EHF remittance report (the Report) for each calendar month summarizing all Program Product sales and the EHFs payable thereon by the end of the following month.

- c) Participant shall remit the prescribed EHF's to OPEIC in accordance with rules promulgated from time to time.
- d) Participant acknowledges that the EHF's or the definition of Program Products may be changed from time to time in the sole discretion of OPEIC, provided that the Participant shall receive 90 days notice before such change takes effect.

2. Participant agrees:

- a) to maintain and keep records of all Program Products subject to the Regulation during the term of this Agreement in such form and fashion as to allow for a confirmation of the monies paid or due and payable by Participant to OPEIC under the Terms and Conditions of this Agreement and the date when such payments were in fact due (the Records).
- b) to allow OPEIC (or its designated representative) to access, inspect and audit all Records.

3. Participant is bound by applicable OPEIC Program policies and procedures:

Participant acknowledges OPEIC's authority to establish, in its sole discretion, Program policies and procedures (the Rules) for the administration and enforcement of the Program, and agrees to be bound by all Rules made by OPEIC.

4. OPEIC may cancel or suspend registration:

OPEIC may cancel or suspend the registration of Participant if Participant;

- a) Does not comply with the Terms and Conditions of this Agreement or the Rules;
- b) Fails to keep and maintain the required Records; or,
- c) Fails to remit EHF's when due.

OPEIC will notify Participant of intent to cancel or suspend registration and the reason for such intent, whereupon Participant will have 30 days to cure before cancellation or suspension. OPEIC will notify the BC Ministry of Environment of all cancelled registrations.

5. Confidentiality

OPEIC agrees to keep confidential any and all information transmitted by Participant for any purpose, including audit, except as required for compliance with the Regulation or as otherwise required by law or any governmental or judicial administrative order. The provisions of this section 5 shall survive termination of this Agreement.

6. Term and termination of Agreement.

This Agreement is in force for so long as the Program is in force. In addition to s. 4, either party may terminate this Agreement upon ninety (90) days written notice without cause. In all events, EHF's will be due for all periods through the last day of the last month of participation.

7. Designee

OPEIC has authorized Product Care Association to act as its agent and designee in carrying on the Program, including but not limited to collecting all EHF's and overseeing all Records and matters related to Participant's participation in the Program.

8. Miscellaneous

The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance. Except where otherwise specified herein or in this Agreement, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of Canada and British Columbia, except for their conflicts of laws principles that would cause the application of the laws of any other jurisdiction.

Outdoor Power Equipment Institute of Canada

OPEIC's agreement will be confirmed when the Participant receives an email approving the Participant's registration (after the Participant has completed the online registration).

Participant

The Participant's agreement is signified through completion of the online registration.