

SUBCONTRACT OF ENTERPRISE

BETWEEN

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.....

O1 (hereinafter referred to as the "Contractor")

AND

.....

.....

(hereinafter referred to as the "Subcontractor")
(the Contractor and the Subcontractor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Contractor wishes the Subcontractor to carry out the work described hereafter;

WHEREAS the Subcontractor wishes to carry out this work, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Description of the Work

The Subcontractor undertakes to carry out the following work for the Contractor:

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(hereinafter referred to as the "Work") in accordance with the specifications and plans attached to this Agreement as Schedule ".....".

O3 2.02 Term of Work

The period of time required by the Subcontractor to carry out the Work is:

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Contractor Subcontr.
1472

3.00 CONSIDERATION

O4 3.01 Price

In consideration of the Work carried out, the Contractor shall pay the Subcontractor an amount of dollars (\$.....), plus applicable taxes, for a total of dollars (\$.....).

O5 3.02 Terms and Conditions of Payment

The Contractor shall pay the said price to the Subcontractor as follows:
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4.00 SPECIAL PROVISIONS

4.01 Permits and Licenses

The Subcontractor shall hold all necessary permits and licenses, if so required by the appropriate authorities, before and during the Work.

4.02 Means of Performance

Except as regards compliance with the Specifications and Plans, the Subcontractor shall be free to choose the means of performing this Agreement, and there shall be no relationship of subordination between the Subcontractor and the Contractor in respect of such performance.

4.03 Care and Diligence

The Subcontractor shall act in the best interest of the Contractor, with care and diligence.

4.04 Rule Book

The Subcontractor shall act in accordance with usual practice and the rule book, and, where applicable, shall ensure that the Work is in accordance with this Agreement. If he is responsible for the results, the Subcontractor may not be relieved from its responsibility except by proving "force majeure".

O6 4.05 Subcontracting

Unless there is a provision to the contrary in this Agreement and provided the Subcontractor has obtained the Contractor's prior consent, the Subcontractor may employ any third party in order to perform this Agreement. Nonetheless, its performance shall remain under the Subcontractor's supervision and responsibility.

OR

The Subcontractor shall not employ a third party to perform this Agreement, considering that it was entered into specifically in view of his personal qualities (or considering that it could be incompatible with the scope of this Agreement).

4.06 Substitution

If it is impossible for the Subcontractor to comply with all or part of the above-mentioned specifications or plans, he shall immediately inform the Contractor and suggest a substitute material or mean. The Contractor shall then approve the suggested material or mean, or require another.

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