

01 Interpretation

In the Standing Offer, unless the context otherwise requires,

"Call-up" means an order issued by a Nasittuq representative authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Nasittuq Corporation and the Offeror for the goods, services or both described in the Call-up;

"Nasittuq" means Nasittuq Corporation acting on behalf of the Government of Canada;

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Nasittuq under the Standing Offer;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in the Standing Offer, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Nasittuq in the management of the Standing Offer.

02 General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer does not oblige or commit Nasittuq to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Nasittuq has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

All clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference into and form part of the Standing Offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

03 Offer

- 3.1 The Offeror offers to provide and deliver to Nasittuq the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Nasittuq representative may request such goods, services or both, in accordance with the conditions listed at subsection 2, below.
- 3.2 The Offeror understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance

