



SERVICES CONTRACT- D1: GENERAL

Account N°. to be determined

Contract Date: November 10, 2023

BETWEEN ÉNERGIR, L.P.,
acting through its General Partner Énergir Inc.
with its principal place of business located at 1717, du Havre Street, Montréal (Québec), H2K 2X3, Canada
("Énergir")

AND WM Québec Inc.
117 Wentworth Court, Brampton (Ontario), L6T 5L4, Canada
("Customer")

Énergir and Customer are individually referred to as "Party" and jointly referred to as "Parties".

The Customer requires that Énergir provide the services described herein to deliver natural gas to the equipment in the building (or buildings) located at the following service address (or service addresses): 2535 1re rue Sainte-Sophie (Québec) J5J 2R7, Canada ("Service Address").

1. NATURAL GAS SUPPLY AND TRANSPORTATION SERVICES

NATURAL GAS SUPPLY SERVICE

Unless the Customer agrees to supply Énergir with the natural gas withdrawn at the Service Address in accordance with the Conditions of Natural Gas Service and Tarif approved by the Régie de l'énergie («Conditions and Tarif»), the Customer agrees to purchase from Énergir the natural gas supply for natural gas withdrawn at the Service Address. When the Customer agrees to purchase from Énergir the natural gas supply service, the price of the supply of natural gas is the price established in the supply rate of the Conditions and Tarif. Énergir chooses, at its own discretion, its supplier for the provision of natural gas to the Service Address, subject to the quality standards outlined herein and the fixed-price supply agreements entered into by a specific supplier chosen by the Customer and the latter.

TRANSPORTATION SERVICE

Unless the Customer agrees to provide the transportation to move to the delivery point in the territory of Énergir the natural gas withdrawn at the Service Address, the Customer agrees to purchase from Énergir the transportation service needed to move to the delivery point in the territory of Énergir the natural gas it withdraws at the Service Address. In this latter case, the transportation price is the price established in the transportation rate of the Conditions and Tarif. The transportation minimum annual obligation assumed by the Customer for each contractual year is the obligation set out in the Conditions and Tarif.

2. LOAD-BALANCING SERVICE

The Customer agrees to purchase the load-balancing service from Énergir needed to manage on a daily basis the natural gas it withdraws at the Service Address. The load-balancing price is the price established in the load-balancing rate of the Conditions and Tarif. For a new Customer, the projected annual volume agreed upon with regard to the load-balancing service is the volume set out in the table included in the "Distribution Service" clause below.

3. DISTRIBUTION SERVICE

The Customer agrees to purchase from Énergir the D1: GENERAL distribution service within the parameters set out below:

Decision in effect at preparation of this Contract	Rate zone	Effective delivery pressure (kPa)	Maximum hourly flow (m³/h)	Projected annual volume (m³)	Minimum annual obligation (MAO) (New Address) (m³)	Use	Service start-up date (YYYY-MM-DD)	Term of services (months)
D-2023-127	South	180*	1024	3 000 000	3 000 000	Ramp up	2024-12-01	12

*Since the Customer has chosen the network pressure option, Énergir can design an assembly without a regulator with only a meter. The Customer will then have the variable pressure of the network in the sector. The Customer will be responsible for designing their gas installation/inlet taking into account that the pressure will be vary between 180 kPa and 400 kPa.

4. DURATION OF THE CONTRACT

Subject to clause 5.1 below, this Contract shall cease to be in effect once all of the services stipulated in the table included in the "Distribution Service" clause above have come to an end.

Notwithstanding the date of commencement of service indicated in the table included in the "Distribution Service" clause above, in the case of a Service Address being newly supplied with natural gas, the date of commencement of service may be postponed either by Énergir, due to constraints relating to construction, or at the Customer's request, in which case the period of postponement shall not exceed 90 days from the commencement of service stipulated in the table included in the "Distribution Service" clause above.

5. MISCELLANEOUS

- 5.1. The entry into force of this Contract is conditional upon Énergir obtaining the various municipal and governmental permits, receiving authorization from the Régie de l'énergie (including the authorisation of the Régie de l'énergie relating to the investment request, as submitted by Énergir, in the file entitled « Projet d'investissement visant le raccordement d'un nouveau site d'injection de GSR et la réhabilitation d'une conduite à Sainte-Sophie ») and any other authorization or right-of-way, when required.
- 5.2. Where applicable, charges will be invoiced to the Customer in accordance with the Conditions and Tarif. These charges are taxable.
- 5.3. Énergir may at any time, require a deposit in accordance with the Conditions and Tarif.
- 5.4. Notwithstanding any provision to the contrary herein, this Contract does not replace or terminate any obligation arising from the payment of a financial contribution or an investment by Énergir to feed natural gas to the Service Address entered into previously

Version of November 1, 2015

between Énergir and the Customer in respect of the Service Address. During this contract overlap period, any minimum annual obligation set out in the contract in effect and signed previously shall be over and above those agreed to herein.

- 5.5. Schedule A – General conditions is an integral part hereof.
- 5.6. This Contract is subject to revision or cancellation by Énergir should it not be signed by the Customer and received by Énergir within 30 days of the aforementioned Contract Date.
- 5.7. If a connection request is withdrawn, or if the Customer does not want to turn on the metering device, Énergir may bill the Customer if the work has already been undertaken or completed. The amount shall then be based on the actual cost of the work pursuant to Section 4.3.1 of the Conditions and Tariff.

Signatory: **ENERGIR L.P.**
by its General Partner Énergir inc.

Signatory: **WM Québec inc.**

By: *RL*
«Signature»

By: *Tracy Black*
«Signature»

Name: RENAULT LORTIE

Name: TRACY BLACK

Title: VP, Customers & gas supply

Title: President

Date: 10 nov. 2023

Date: Nov 10, 2023

Location: Montréal

Location: Kitchener

VL
415-01687

By: *Josée Duhaime*
«Signature»

Name: JOSÉE DUHAIME

Executive Director, Energy Solutions - Major Industries

Title: (print in block letters)

Date: 10 nov. 2023
(yyyy-mm-dd)

Location: Montréal
(print in block letters)

SCHEDULE A - GENERAL CONDITIONS

1. **QUALITY**
The gas sold by Énergir must be natural gas or the equivalent sourced from suppliers which have been chosen or accepted by Énergir; however, helium, natural gasoline, butane, propane or all other hydrocarbons, with the exception of methane, can be removed before delivery to the Customer. Énergir can subject the gas or allow it to be subjected to compression, refrigeration, cleaning or any other process.
2. **TRANSFER OF OWNERSHIP**
The delivery and transfer of ownership of natural gas sold by Énergir to the Customer take place at the Customer delivery point as defined in the Conditions and Tariff.
3. **INSTALLATIONS ON CUSTOMER PROPERTY**
 - 3.1. **Construction and maintenance** – Énergir may, without indemnity or compensation to the Customer, build, maintain and operate on the Customer's property or sites occupied or used by the latter, necessary installations for the transport, distribution, delivery and measurement of natural gas. The Customer represents and guarantees, if necessary, that it has the required authorizations and permissions from the site owner to this effect. The Customer will supply Énergir proof of such authorization, on request.
 - 3.2. **Access** – The right of access granted to Énergir in the Conditions and Tariff and herein is at no cost.
 - 3.3. **Liability** – The Customer and eligible parties shall indemnify and hold harmless Énergir, its directors, officers, employees as well as their successors and eligible parties for any damages caused to Énergir's property located on the Customer's property or on property occupied or used by the Customer, when the damage is the fault or the result of negligence on the part of the Customer, eligible parties, persons over whom the Customer or his eligible parties have control, or persons found on said property or said location with the consent of the Customer or his eligible parties, or by things that persons described above have under their responsibility.
 - 3.4. The Customer's natural gas equipment must be installed in compliance with all applicable legislation, codes and standards. Supplying the equipment with natural gas shall not be construed as a guarantee provided by Énergir to the Customer with respect to the equipment, its installation, or any other assent as to their safety or compliance with applicable legislation, codes and standards; said responsibility is incumbent upon the manufacturer, salesperson, installer or the building's designer and engineer, as applicable.
4. **FORCE MAJEURE**
Neither party shall be liable to the other for damages or losses arising out of the fact that Énergir is unable to deliver the natural gas in whole or in part, or of the fact that the Customer is unable to withdraw natural gas in whole or in part, on account of any fortuitous event, strike, lock-out, work conflict, act of public enemy, war, blockade, insurrection, riot, act of vandalism, sabotage, epidemic, collapse, lightning, earthquake, fire, storm, flood, undermining, civil disturbance, explosion, breakage, freezing or accident to machinery or piping, power failure, suspension or restriction of natural gas supplies of Énergir, Federal, Provincial or Municipal government intervention or intervention from any body of these governments, court order or directive, or any other cause, whether or not of the nature indicated above, that fall outside the control of the party invoking this cause and which, despite the exercise of reasonable diligence, such party is incapable of preventing or surmounting. However, the cause that prevents either party to meet the requirements of the Contract shall not release the party that invokes such cause from its obligations if it does not act diligently to correct the situation appropriately and equitably. In all cases where the Customer invokes a force majeure, it shall nevertheless be obliged to meet the minimum annual obligation provided for in the Conditions and Tariff. In all cases where Énergir invokes force majeure, the subscribed volume shall be reduced for the duration of the said force majeure in proportion to the extent and duration of the force majeure.
5. **DISTRIBUTION SERVICE**
 - 5.1. The Customer acknowledges and accepts that i) Énergir's obligation to supply natural gas to the equipment located in the building at the Service Address (whether the equipment is supplied from the same supply as all the equipment that operate on natural gas, or whether its supply is independent) is an obligation of means, regardless of how the Customer uses or shall use the equipment and ii) Énergir in no way guarantees a natural gas supply for said equipment. Therefore, except in the event of gross negligence or gross fault on the part of Énergir, its partners, directors, officers or employees, as well as their successors and assigns (collectively, the "Representatives"), they shall in no way be held liable for loss or damages of any kind whatsoever, incurred by the Customer or other parties arising or resulting from Énergir and its Representatives with respect to Énergir's obligations to supply said equipment.
 - 5.2. When Énergir is expressly required to give notice of interruption of interruptible service to the Customer, this notice will be considered duly given when it is transmitted by email, telephone, facsimile or by hand at the numbers or addresses, as the case may be, updated annually by the Customer on the Énergir extranet site for this purpose.
 - 5.3. The Customer acknowledges and agrees that the telephone conversation by which Énergir gives notice of interruption will be recorded using an audio recording system. The recording may be kept by Énergir and, if needed, used in any dispute related to the transmittal of a service interruption notice.
- 5.4. The Customer chooses between firm and interruptible distribution service to be provided by Énergir and assumes the consequences of this choice. Moreover, the Customer acknowledges that the choice of the distribution service is at its own discretion.
6. **SUBJECTION TO LAWS, REGULATIONS AND OTHER DECISIONS**
The present Contract is subject to the Conditions and Tariff set and amended from time to time by the Régie de l'énergie. The Contract is automatically changed by any law, order, judgement, decision of any legislative or regulatory organization, or any competent authority having effect on the terms of the Contract including, without limiting the preceding general characteristics, any law, order, judgement, decision or decree relative to the Conditions and Tariff, taxes or metering standards.
7. **ESTIMATE OF CUSTOMER CONSUMPTION**
Énergir may, from time to time, ask the Customer for an estimate of its daily, monthly or annual natural gas heating or processing needs for a period of at least two (2) years in the future. The Customer must make all reasonable efforts to supply this information to Énergir in the sixty (60) days that follow Énergir's request. This information must account for growth or withdrawal factors as well as all other forecasted changes that might affect the Customer's needs. The information supplied by the Customer is not an undertaking on his part and shall be treated confidentially by Énergir.
8. **GENERAL PROVISIONS**
 - 8.1. The Customer expressly waives the right to unilaterally resiliate the Contract provided in article 2125 of the *Civil Code of Québec*.
 - 8.2. In the event of a discrepancy between the reading of the metering equipment (as defined in the Conditions and Tariff) of the Customer and the one of Énergir, the reading provided by Énergir equipment shall take precedence, subject to the *Electricity and Gas Inspection Act*, R.S.C., 1985, c. E-4.
 - 8.3. The Customer may terminate one or more services provided by Énergir pursuant to the provisions in the Conditions and Tariff to provide such service(s) himself.
 - 8.4. Except for specific provisions to the contrary, this Contract replaces and revokes all previous contracts and all offers, proposals, negotiations, representations, and communications between the parties, oral or written, and constitutes the entire agreement between the parties to this effect. It may not be changed without written amendment executed by both parties.
 - 8.5. The rights and recourses available to Énergir pursuant to this Contract or any other agreement or pending agreement between it and the Customer or as recognized by the law may be accumulated, unless expressly stated otherwise.
 - 8.6. The omission by Énergir to require the Customer to execute any of its obligations under this Contract, to terminate this Contract or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly waives this right in writing. Such a waiver applies only to the case specifically noted.
 - 8.7. This Contract shall only be binding on Énergir when it has been accepted in writing and signed by Énergir's authorized representatives.
 - 8.8. The Contract binds and benefits the successors and eligible parties. Nothing herein prohibits either party to assign or encumber its rights under the terms of this Contract as a guarantee for its obligations. However, no assignment shall release the assignor from the obligations to which it is bound under this Contract.
 - 8.9. Unless stated otherwise, any notice, request, authorization, or renunciation (hereafter called "Notice") required or allowed under terms of this Contract must be given in writing and either remitted by hand or sent by prepaid registered mail in Canada, except in the event of an interruption in postal service, transmitted by facsimile, to the addresses of the parties indicated in this Contract.
Any Notice thus given will be incontestably considered to have been received on the day of its forwarding or transmission by facsimile or email, or if mailed, on the fifth (5th) day following its mailing. The parties may change their address in order to receive Notice in accordance with procedures of this clause or with clause 5.2 as regards the notice of interruption.
 - 8.10. Notwithstanding anything contained in this Contract, the Customer's default under this Contract shall give Énergir the right to deduct any and all such amounts payable to Énergir from any moneys or credit payable by Énergir to the Customer under this Contract, exigible or not, without affecting any of Énergir's other rights or remedies herein.
 - 8.11. On request, the parties agree to sign and ensure that are signed, and to submit and ensure that are submitted, all required and useful documents to give full effect to the letter and spirit of this Contract.
 - 8.12. When the context requires, use of the singular also includes the plural and vice versa.
 - 8.13. This Contract is governed by the laws applicable in Québec.

SERVICES CONTRACT- D, STABLE SERVICE

Account No. to be determined

Contract Date: November 10, 2023

BETWEEN ÉNERGIR, L.P.,
acting through its General Partner Énergie Inc.
with its principal place of business located at 1717, du Havre Street, Montréal (Québec), H2K 2X3, Canada
("Énergir")

AND WM Québec Inc.
117 Wentworth Court, Brampton (Ontario), L6T 5L4, Canada
("Customer")

Énergir and Customer are individually referred to as "Party" and jointly referred to as "Parties".

The Customer requires that Énergir provide the services described herein to deliver natural gas to the equipment in the building located at the following service address: 2535 1re rue Sainte-Sophie (Québec) J5J 2R7, Canada ("Service Address").

1. NATURAL GAS SUPPLY AND TRANSPORTATION SERVICES

NATURAL GAS SUPPLY SERVICE

Unless the Customer agrees to supply Énergir with the natural gas withdrawn at the Service Address in accordance with the Conditions of Natural Gas Service and Tariff approved by the Régie de l'énergie («Conditions and Tariff»), the Customer agrees to purchase from Énergir the natural gas supply for natural gas withdrawn at the Service Address. When the Customer agrees to purchase from Énergir the natural gas supply service, the price of the supply of natural gas is the price established in the supply rate of the Conditions and Tariff. Énergir chooses, at its own discretion, its supplier for the provision of natural gas to the Service Address, subject to the quality standards outlined herein and the fixed-price supply agreements entered into by a specific supplier chosen by the Customer and the latter.

TRANSPORTATION SERVICE

Unless the Customer agrees to provide the transportation to move to the delivery point in the territory of Énergir the natural gas withdrawn at the Service Address, the Customer agrees to purchase from Énergir the transportation service needed to move to the delivery point in the territory of Énergir the natural gas it withdraws at the Service Address. In this latter case, the transportation price is the price established in the transportation rate of the Conditions and Tariff. The transportation minimum annual obligation assumed by the Customer for each contractual year is the obligation set out in the Conditions and Tariff. The projected annual volume for the 1st year of service is 8 100 000 m³.

2. LOAD-BALANCING SERVICE

The Customer agrees to purchase the load-balancing service from Énergir needed to manage on a daily basis the natural gas it withdraws at the Service Address. The load-balancing price is the price established in the load-balancing rate of the Conditions and Tariff. For a new Customer, the projected annual volume agreed upon with regard to the load-balancing service is the volume set out in the table included in the "Distribution Service" clause below.

3. DISTRIBUTION SERVICE

The Customer agrees to purchase from Énergir the D₄: STABLE distribution service within the parameters set out below:

Decision in effect at preparation of this Contract	Rate zone	Effective delivery pressure (kPa)	Maximum hourly flow (m ³ /h)	Projected annual volume (m ³)	Volume subscribed (m ³ /d)
D-2023-127	South	180*	1024	8 100 000	22 100

*Since the Customer has chosen the network pressure option, Énergir can design an assembly without a regulator with only a meter. The Customer will then have the variable pressure of the network in the sector. The Customer will be responsible for designing their gas installation/inlet taking into account that the pressure will vary between 180 kPa and 400 kPa.

Minimum annual obligation (MAO) (New Address) (m ³)	Minimum annual obligation (MAO) (Commercial Program) (m ³)	Use	Service start-up date (YYYY-MM-DD)	Term of services (months)
8 100 000 *	n/a	Process	2025-12-01	228

As additional information, the application of these parameters results in the following:

Minimum daily obligation (€/m ³)	Reduction according to Contract term (%)
4,780	25,60

4. DURATION OF THE CONTRACT

Subject to clause 6.1 below, this Contract shall cease to be in effect once all of the services stipulated in the table included in the "Distribution Service" clause above have come to an end.

Notwithstanding the date of commencement of service indicated in the table included in the "Distribution Service" clause above, in the case of a Service Address being newly supplied with natural gas, the date of commencement

of service may be postponed either by Énergir, due to constraints relating to construction, or at the Customer's request, in which case the period of postponement shall not exceed 90 days from the commencement of service stipulated in the table included in the "Distribution Service" clause above.

5. MISCELLANEOUS

- 5.1. The entry into force of this Contract is conditional upon Énergir obtaining the various municipal and governmental permits, receiving authorization from the Régie de l'énergie (including the authorisation of the Régie de l'énergie relating to the investment request, as submitted by Énergir, in the file entitled « Projet d'investissement visant le raccordement d'un nouveau site d'injection de GSR et la réhabilitation d'une conduite à Sainte-Sophie ») and any other authorization or right-of-way, when required.
- 5.2. For the duration of the Contract, Énergir and the Customer agree that for the purposes of the Contract the day as defined in the Conditions and Tariff commences at 10:00 AM EST (Eastern Standard Time).
- 5.3. Where applicable, charges will be invoiced to the Customer in accordance with the Conditions and Tariff. These charges are taxable.
- 5.4. Énergir may, at any time, require a deposit in accordance with the Conditions and Tariff.
- 5.5. Notwithstanding any provision to the contrary herein, this Contract does not replace or terminate any obligation arising from the payment of a financial contribution or an investment by Énergir to feed natural gas to the Service Address entered into previously between Énergir and the Customer in respect of the Service Address. During this contract overlap period, any minimum annual obligation set out in the contract in effect and signed previously shall be over and above those agreed to herein.
- 5.6. Schedule A – General conditions is an integral part hereof.
- 5.7. This Contract is subject to revision or cancellation by Énergir should it not be signed by the Customer and received by Énergir within 30 days of the aforementioned Contract Date.
- 5.8. If a connection request is withdrawn, or if the Customer does not want to turn on the metering device, Énergir may bill the Customer if the work has already been undertaken or completed. The amount shall then be based on the actual cost of the work pursuant to Section 4.3.1 of the Conditions and Tariff.

Signatory: **ENERGIR L.P.**
by its General Partner Énergir inc.

By: *R. Lortie*
«Signature»

Name: RENAULT LORTIE

Title: VP, Customers & gas supply

Date: 10 nov. 2023

Location: Montréal

Signatory: **WM Quebec inc.**

By: *Tracy Black*
«Signature»

Name: TRACY BLACK

Title: President

Date: Nov 10, 2023

Location: Kitchener

415-01687

By: *Josée Duhaime*
«Signature»

Name: JOSÉE DUHAIME

Title: Executive Director, Energy Solutions - Major Industries

Date: 10 nov. 2023

Location: Montréal

SCHEDULE A - GENERAL CONDITIONS

1. **QUALITY**
The gas sold by Énergir must be natural gas or the equivalent sourced from suppliers which have been chosen or accepted by Énergir; however, helium, natural gasoline, butane, propane or all other hydrocarbons, with the exception of methane, can be removed before delivery to the Customer. Énergir can subject the gas or allow it to be subjected to compression, refrigeration, cleaning or any other process.
2. **TRANSFER OF OWNERSHIP**
The delivery and transfer of ownership of natural gas sold by Énergir to the Customer take place at the Customer delivery point as defined in the Conditions and Tariff.
3. **INSTALLATIONS ON CUSTOMER PROPERTY**
 - 3.1. **Construction and maintenance** – Énergir may, without indemnity or compensation to the Customer, build, maintain and operate on the Customer's property or sites occupied or used by the latter, necessary installations for the transport, distribution, delivery and measurement of natural gas. The Customer represents and guarantees, if necessary, that it has the required authorizations and permissions from the site owner to this effect. The Customer will supply Énergir proof of such authorization, on request.
 - 3.2. **Access** – The right of access granted to Énergir in the Conditions and Tariff and herein is at no cost.
 - 3.3. **Liability** – The Customer and eligible parties shall indemnify and hold harmless Énergir, its directors, officers, employees as well as their successors and eligible parties for any damages caused to Énergir's property located on the Customer's property or on property occupied or used by the Customer, when the damage is the fault or the result of negligence on the part of the Customer, eligible parties, persons over whom the Customer or his eligible parties have control, or persons found on said property or said location with the consent of the Customer or his eligible parties, or by things that persons described above have under their responsibility.
 - 3.4. The Customer's natural gas equipment must be installed in compliance with all applicable legislation, codes and standards. Supplying the equipment with natural gas shall not be construed as a guarantee provided by Énergir to the Customer with respect to the equipment, its installation, or any other asset as to their safety or compliance with applicable legislation, codes and standards; said responsibility is incumbent upon the manufacturer, salesperson, installer or the building's designer and engineer, as applicable.
4. **FORCE MAJEURE**
Neither party shall be liable to the other for damages or losses arising out of the fact that Énergir is unable to deliver the natural gas in whole or in part, or of the fact that the Customer is unable to withdraw natural gas in whole or in part, on account of any fortuitous event, strike, lock-out, work conflict, act of public enemy, war, blockade, insurrection, riot, act of vandalism, sabotage, epidemic, collapse, lightning, earthquake, fire, storm, flood, undermining, civil disturbance, explosion, breakage, freezing or accident to machinery or piping, power failure, suspension or restriction of natural gas supplies of Énergir, Federal, Provincial or Municipal government intervention or intervention from any body of these governments, court order or directive, or any other cause, whether or not of the nature indicated above, that fall outside the control of the party invoking this cause and which, despite the exercise of reasonable diligence, such party is incapable of preventing or surmounting. However, the cause that prevents either party to meet the requirements of the Contract shall not release the party that invokes such cause from its obligations if it does not act diligently to correct the situation appropriately and equitably. In all cases where the Customer invokes a force majeure, it shall nevertheless be obliged to meet the minimum annual obligation provided for in the Conditions and Tariff. In all cases where Énergir invokes force majeure, the subscribed volume shall be reduced for the duration of the said force majeure in proportion to the extent and duration of the force majeure.
5. **DISTRIBUTION SERVICE**
 - 5.1. The Customer acknowledges and accepts that i) Énergir's obligation to supply natural gas to the equipment located in the building at the Service Address (whether the equipment is supplied from the same supply as all the equipment that operate on natural gas, or whether its supply is independent) is an obligation of means, regardless of how the Customer uses or shall use the equipment and ii) Énergir in no way guarantees a natural gas supply for said equipment. Therefore, except in the event of gross negligence or gross fault on the part of Énergir, its partners, directors, officers or employees, as well as their successors and assigns (collectively, the "Representatives"), they shall in no way be held liable for loss or damages of any kind whatsoever, incurred by the Customer or other parties arising or resulting from Énergir and its Representatives with respect to Énergir's obligations to supply said equipment.
 - 5.2. When Énergir is expressly required to give notice of interruption of interruptible service to the Customer, this notice will be considered duly given when it is transmitted by email, telephone, facsimile or by hand at the numbers or addresses, as the case may be, updated annually by the Customer on the Énergir extranet site for this purpose.
 - 5.3. The Customer acknowledges and agrees that the telephone conversation by which Énergir gives notice of interruption will be recorded using an audio recording system. The recording may be kept by Énergir and, if needed, used in any dispute related to the transmittal of a service interruption notice.
- 5.4. The Customer chooses between firm and interruptible distribution service to be provided by Énergir and assumes the consequences of this choice. Moreover, the Customer acknowledges that the choice of the distribution service is at its own discretion.
6. **SUBJECTION TO LAWS, REGULATIONS AND OTHER DECISIONS**
The present Contract is subject to the Conditions and Tariff set and amended from time to time by the Régie de l'énergie. The Contract is automatically changed by any law, order, judgement, decision of any legislative or regulatory organization, or any competent authority having effect on the terms of the Contract including, without limiting the preceding general characteristics, any law, order, judgement, decision or decree relative to the Conditions and Tariff, taxes or metering standards.
7. **ESTIMATE OF CUSTOMER CONSUMPTION**
Énergir may, from time to time, ask the Customer for an estimate of its daily, monthly or annual natural gas heating or processing needs for a period of at least two (2) years in the future. The Customer must make all reasonable efforts to supply this information to Énergir in the sixty (60) days that follow Énergir's request. This information must account for growth or withdrawal factors as well as all other forecasted changes that might affect the Customer's needs. The information supplied by the Customer is not an undertaking on his part and shall be treated confidentially by Énergir.
8. **GENERAL PROVISIONS**
 - 8.1. The Customer expressly waives the right to unilaterally resiliate the Contract provided in article 2125 of the *Civil Code of Québec*.
 - 8.2. In the event of a discrepancy between the reading of the metering equipment (as defined in the Conditions and Tariff) of the Customer and the one of Énergir, the reading provided by Énergir equipment shall take precedence, subject to the *Electricity and Gas Inspection Act*, R.S.C., 1985, c. E-4.
 - 8.3. The Customer may terminate one or more services provided by Énergir pursuant to the provisions in the Conditions and Tariff to provide such service(s) himself.
 - 8.4. Except for specific provisions to the contrary, this Contract replaces and revokes all previous contracts and all offers, proposals, negotiations, representations, and communications between the parties, oral or written, and constitutes the entire agreement between the parties to this effect. It may not be changed without written amendment executed by both parties.
 - 8.5. The rights and recourses available to Énergir pursuant to this Contract or any other agreement or pending agreement between it and the Customer or as recognized by the law may be accumulated, unless expressly stated otherwise.
 - 8.6. The omission by Énergir to require the Customer to execute any of its obligations under this Contract, to terminate this Contract or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly waives this right in writing. Such a waiver applies only to the case specifically noted.
 - 8.7. This Contract shall only be binding on Énergir when it has been accepted in writing and signed by Énergir's authorized representatives.
 - 8.8. The Contract binds and benefits the successors and eligible parties. Nothing herein prohibits either party to assign or encumber its rights under the terms of this Contract as a guarantee for its obligations. However, no assignment shall release the assignor from the obligations to which it is bound under this Contract.
 - 8.9. Unless stated otherwise, any notice, request, authorization, or renunciation (hereafter called "Notice") required or allowed under terms of this Contract must be given in writing and either remitted by hand or sent by prepaid registered mail in Canada, except in the event of an interruption in postal service, transmitted by facsimile, to the addresses of the parties indicated in this Contract.
Any Notice thus given will be incontestably considered to have been received on the day of its forwarding or transmission by facsimile or email, or if mailed, on the fifth (5th) day following its mailing. The parties may change their address in order to receive Notice in accordance with procedures of this clause or with clause 5.2 as regards the notice of interruption.
 - 8.10. Notwithstanding anything contained in this Contract, the Customer's default under this Contract shall give Énergir the right to deduct any and all such amounts payable to Énergir from any moneys or credit payable by Énergir to the Customer under this Contract, exigible or not, without affecting any of Énergir's other rights or remedies herein.
 - 8.11. On request, the parties agree to sign and ensure that are signed, and to submit and ensure that are submitted, all required and useful documents to give full effect to the letter and spirit of this Contract.
 - 8.12. When the context requires, use of the singular also includes the plural and vice versa.
 - 8.13. This Contract is governed by the laws applicable in Québec.