

PURCHASE ORDER TERMS AND CONDITIONS

The articles, materials or services specified on the front hereof (hereinafter referred to as the "goods") are hereby ordered on the express terms and conditions printed hereof, which together constitute the contract between the Purchaser and Seller and shall govern notwithstanding anything contained in any document or verbal statement made either before or after the giving of this order.

1. No order is valid unless given on this form and properly signed by an authorized member of the Purchasing and Supply Division of the Corporation. This order may not be varied or changed, nor any of its provisions waived, except in writing, signed on behalf of the Purchaser in the same manner as an order as provided for herein.
2. The Seller agrees, and the acceptance and fulfilment of this order shall constitute a representation and guarantee by the Seller, that the manufacture, sale and shipment of the articles or materials and all labels affixed thereto, and the performance of the services covered hereby has been, is and will be in conformity and compliance with all applicable Federal, Provincial and local laws, regulations and orders.
3. The Purchaser may refuse to accept, or its option, may return at Seller's expense all shipments not made on the shipment date or dates specified in this order. In any such case, the Purchaser may cancel any undelivered balance of this order. All over shipments are made on Seller's responsibility. Purchaser reserves the right to reject or return quantities in excess of the quantity ordered.
4. All goods furnished shall be subject to count, inspection and acceptance by the Purchaser after actual respect. Goods of inferior or improper workmanship or defective goods which are not according to sample, specifications or standard, or fail otherwise to comply with this order may be rejected and returned to the Seller. In all such cases, and notwithstanding prior payment to obtain cash discounts or for any other reason whatsoever, all charges, including transportation both ways, preparing the same for transportation and all other expenses incident to the return of such goods shall be borne by the Seller and any and all payments made on account of such goods shall be refunded to the Purchaser. No return or rejected goods shall be replaced except upon receipt of written instructions from the Purchaser.
5. The Seller unconditionally agrees to indemnify the Purchaser and any of the customers of the Purchaser against and save them harmless from any and all liabilities, expenses, fees, claims, losses or damages of any character whatsoever from any violation or claimed violation of any law, regulation or order, of any infringement or claimed infringement of any patent right, trademark rights, design right or any other rights or arising out of injury to persons or property caused by relating to or arising out of the sale or use by anyone of the goods. If any complaint or claim is made or asserted against the Purchaser or any of the customers of the Purchaser by reason of any of the foregoing, the Seller agrees, that in addition to any other rights, the Purchaser shall have the right forthwith to cancel any undelivered portion of this order and to return all prior deliveries to the Seller for credit or payment. The foregoing, insofar as it pertains to patent or design rights shall not apply to goods made from designs or drawings furnished by the Purchaser.
6. If prices are omitted from this order, the goods will be billed at prices not higher than last quoted or charged by the Seller or prevailing market price, whichever is lower.

7. Extra cost incurred due to failure to follow the Purchaser's shipping instructions will be charged against Seller's account. Extra cost due to unauthorized part shipments will also be charged to Seller's account.
8. No draft for purchases made by the Purchaser will be honoured.
9. No charge will be allowed for boxing, package, or cartage, unless agreed to on this order.
10. Any invoices which do not follow the billing instructions appearing on this order or omit required information, or are in error may be returned for correction. They must be re-dated as of date of return.
11. Purchaser shall not be liable for failure to take delivery of the goods, if such failure is caused by labour disputes, strikes, wars, riots, insurrection, civil commotion, fire, flood, earthquake, storm or any act of God or any other cause beyond the Purchaser's control.
12. The Seller acknowledges by the acceptance of this order that time is of the essence and that the Purchaser requires all of the goods to be shipped on the shipping date herein specified because failure to so ship would result in substantial damages to the Purchaser and that the Purchaser would not have placed this order if the following provision were not included. If all of the goods are not shipped on the shipping date herein or if at any time prior thereto the Purchaser is of the opinion in its absolute and uncontrolled discretion that the Seller will be unable or unwilling to ship all of the goods on the said shipping date for any reason whatsoever whether within or beyond the control of the Seller and Purchaser will have the option to cancel all or any part of this order by letter addressed to the Seller. Acceptance by the Purchaser of any late delivery or deliveries shall not operate as a waiver of the Purchaser's right to cancel the remainder of the order of any part thereof. The Seller gives to the Purchaser the right at any time from time to time to inspect the goods at the premises of the Seller or wherever the goods may be located.
13. This Purchase Order shall be governed by the laws of the Province of Ontario with the same force and effect as if this agreement was entered into and carried out entirely within such Province.
14. Any contractor supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless Purchases from any damage, costs, expenses, or penalties on accounts of such taxes.
15. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statements, by Seller or by any terms stated in Seller's acknowledgement unless same be accepted in writing.