

TERMS AND CONDITIONS

- 1- This order, which contains the entire agreement, is to be construed under the laws of the Province of Ontario; is not subject to change or variation, irrespective of the wording of Seller's acceptance, without Buyer's written consent; and is not assignable or transferable without Buyer's written consent, and the courts of Ontario shall have sole jurisdiction.
- 2- Buyer may waive performance of any condition of this agreement and may treat the non-performance of such condition as a Buyer of that condition for any prior or subsequent shipments.
- 3- If terms of this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
- 4- Merchandise must conform to approved samples or to Buyer's specification whichever the case may be, or to both, if there are both.
- 5- Buyer reserves the right to cancel this order, releases, or any unfilled portion of either, if deliveries are not made as specified.
- 6- Invoice must not be dated prior to specified shipping date.
- 7- This order must not be filled at higher prices than last quoted or charged, without Buyer's written consent or approval.
- 8- Seller will give Buyer the benefit of any price declines to actual time of shipment, except that should Buyer permit shipment to be made before specified shipping date, Buyer shall have advantage of lower prices which occur before specified shipping date.
- 9- Buyer's cheque will be accepted in payment without discount collection. Payment will be subject to deductions of any valid claim of Buyer against Seller arise from this or any other transaction.
- 10- Buyer will not allow charges for boxing, packing, or crating, unless by written agreement and all winding cores are returnable freight collect.
- 11- Buyer may return rejected merchandise or hold at Seller's risk and expense, and may in either event charge Seller with cost of transportation, shipping, unpacking, examining, repacking, reshipping, or other like expense. Buyer reserves the right to refuse merchandise shipped contrary to instructions, or not in recognized standard containers, or not on specified shipping date, in addition to other rights provided by law.
- 12- If prices stipulated on purchase order is F.O.B. destination of F.A.S. port of exit designated by Buyer and freight rate or charges between point of shipment and destination are subsequently reduced, such reduction shall operate as a reduction on the prices payable herein and the Buyer shall be entitled to credit equivalent to such reduction.
- 13- If shipment by carrier other than specified becomes necessary in order to fulfill Seller's delivery obligations, Seller shall pay extra charges, except that if shipment is F.O.B. point of shipment, Seller shall pay only the difference for the extra charges.
- 14- Seller warrants that the articles ordered herein, or the use thereof, do not infringe any Canadian, United States or foreign Patent or Trademark; that Seller will defend any suit or action that may arise in respect thereto; and that Seller will indemnify and save the Buyer harmless from any loss, damages, costs or expense which may be incurred by the assertion of any patent or trademark rights therein.
- 15- In the event of fire, flood, labour interruption, accident, war, or other like or different causes beyond Buyer's control interfering with the consumption or the transportation of the goods herein described, or of the Buyer's manufactured products, deliveries under this order may be suspended by the Buyer during the period required to remove the cause.
- 16- Seller represents that the items called for herein will be produced, manufactured, and delivered in accordance with all applicable statutes, orders, rules, laws or regulations as the same may be amended from time to time.
- 17- Seller agrees to comply with workmen's compensation laws, rules, and regulations, and to furnish a certificate of compliance if so requested. If requested by Buyer, Seller will furnish satisfactory evidence of comprehensive general liability insurance, including property damage, in form and amount acceptable to the Buyer. Seller assumes entire responsibility and liability in and for any and all damage or injury of any kind or nature whatsoever to any person, firm or corporation, including, without limiting the generality of the foregoing, the Buyer and any agent, employee or subcontractor of either the Buyer or the Seller, and to any property, real or personal, belonging to the Buyer or to any person, firm or corporation whatsoever caused by or resulting from either directly or indirectly, the services rendered under this purchase order or the delivery, use, installation or erection of the items covered by this purchase order or the presence on the Buyer's premises of employees of the Seller or of any contractor, subcontractor or agent of the Seller or caused by or resulting from any defects whether latent or patent in the items covered by this purchase order or caused by or resulting from any breach of condition or warranty express or implied, and the Seller agrees to indemnify and save the Buyer harmless from and against any and or all actions, causes of action, suits, claims or demands that are made or might or could be made against the Buyer for such damage or injury and from and against all costs, charges, or expenses that might be incurred by the Buyer in connection with such actions, suits, claims or demands.
- 18- If used herein, the phrase Buyer's "Business requirements" refers to and includes only items supplied by Seller, it being understood that Buyer is permitted to purchase the same or similar items from other suppliers. As used herein, Seller means vendor, supplier, or independent contractor, as the case may be, but under no circumstances shall Seller, be, or be deemed to be an agent of Buyer.