

CONDITIONS ON WHICH THIS ORDER IS GIVEN AND ACCEPTED

1. QUALITY AND QUANTITY

ALL MATERIALS FURNISHED FOR THE REQUIREMENTS SHALL BE SUBJECT TO BUYER'S INSPECTION AND APPROVAL ANY TIME WITHIN 30 DAYS AFTER DELIVERY AT DESTINATION. MATERIAL QUALITY OR QUANTITIES OTHER THAN SPECIFIED SHALL NOT BE SUBSTITUTED WITHOUT BUYER'S WRITTEN AUTHORITY. IF MATERIALS ARE REJECTED, BUYER SHALL HAVE THE OPTION AT SELLER'S RISK AND EXPENSE, OF RETURNING MATERIALS OR OF HOLDING THEM SUBJECT TO SELLER'S INSTRUCTIONS.

2. ROUTING

ALL MATERIALS SHALL BE FORWARDED IN ACCORDANCE WITH BUYER'S INSTRUCTIONS OR IN THE ABSENCE OF SUCH INSTRUCTIONS BY THE ROUTE INVOLVING THE LOWER TRANSPORTATION RATE. OTHERWISE, EXCESS TRANSPORTATION COSTS WILL BE CHARGED TO THE SELLER'S ACCOUNT.

3. TERMS

DISCOUNT TERMS SPECIFIED ARE PREDICATED UPON INVOICES REACHING BUYER WITHIN (3) DAYS FROM THE DATE OF SHIPMENT OTHERWISE THE DISCOUNT IS TO BE CALCULATED FROM THE DATE INVOICE IS RECEIVED.

DRAFTS WILL NOT BE HONOURED. ALL PAYMENTS WILL BE MADE BY CHEQUE.

ANY WORK INVOLVING COMPENSATION BEYOND THE CONTRACT PRICE SHALL BE AT SELLER'S OWN EXPENSE, UNLESS WRITTEN AUTHORIZATION HAS BEEN RECEIVED FROM THE BUYER.

4. PATENTS

THE SELLER AGREES BY ACCEPTANCE OF THIS ORDER TO INDEMNIFY THE BUYER FROM ALL COSTS AND COSTS SUFFERED BY REASON OF ANY INFRINGEMENT OF ANY PATENTS COVERING GOODS OF ANY PART THEREOF SUPPLIED UNDER THIS ORDER.

5. WORKMEN'S COMPENSATION

THE SELLER AGREES TO PAY FOR OR SECURE PAYMENT OF:

- (a) COMPENSATION FOR INJURIES, DEATH, OR DISEASE TO EMPLOYEES OF SELLER, OR EMPLOYEES OF SUB-CONTRACTORS
- (b) ANY AND ALL TAXES ON PAYROLL ON CONTRIBUTIONS ON ACCOUNT OF UNEMPLOYMENT INSURANCE OF EMPLOYEES ENGAGED IN PERFORMANCE OF WORK HEREIN COVERED. SELLER FURTHER AGREES TO INDEMNIFY BUYER AND ITS AFFILIATES AGAINST ANY CLAIMS SUIT OR DEMAND, AND ALL COSTS DAMAGES OR EXPENSES INCIDENT THERETO ARISING OUT OF FAILURE TO PAY OR SECURE SUCH COMPENSATION TAXES OR CONTRIBUTIONS.

6. RESPONSIBILITY

BY ACCEPTANCE OF AN ORDER SELLER ASSUMES ALL RISKS AND RESPONSIBILITY FOR:

- (a) LOSS OR DAMAGE TO ANY OR ALL PATTERNS, MOLDS, TEMPLATES, TOOLS, ETC., DELIVERED BY THE BUYER TO THE SELLER.
- (b) LOSS OR DAMAGE TO ANY EQUIPMENT OR MACHINERY UPON WHICH WORK IS TO BE PERFORMED BY THE SELLER WHILE IN POSSESSION OR CONTROL OF SELLER, REGARDLESS OF HOW SUCH LOSS OR DAMAGE SHALL OCCUR.
- (c) DAMAGES TO PROPERTY OR INJURIES TO PERSONS, INCLUDING DEATH RESULTING THEREFROM ARISING OUT OF THE PERFORMANCE OF THE WORK OR IN CONNECTION THEREWITH OR APPERTAINING THERETO, SUSTAINED BY SELLER, THE EMPLOYEES OF SELLER, THE EMPLOYEES OF BUYER AND/OR ITS AFFILIATES AGAINST ANY AND ALL CLAIMS, SUITS, AND DEMANDS THEREFORE.
- (d) ALL MATERIALS AND WORKMANSHIP UNTIL COMPLETION OF WORK AND FINAL ACCEPTANCE BY BUYER, AND AGREES IF THE WORK IS TO BE DONE ON THE PREMISES OF THE BUYER AND/OR OTHER DESIGNATED PREMISES TO KEEP SUCH PREMISES FREE AND CLEAR OF ALL MECHANICS LIENS.

7. GUARANTEE

THE SELLER AGREES TO GUARANTEE ALL EQUIPMENT SUPPLIED AND TO REPAIR, OR FURNISH WITHOUT CHARGE ANY PART OR PARTS FOR SAID EQUIPMENT WHICH MAY PROVE DEFECTIVE IN WORKMANSHIP OR MATERIAL WITHIN ONE (1) YEAR AFTER SHIPMENT HAS BEEN MADE.

8. ASSIGNING

UNLESS WRITTEN CONSENT HAS BEEN RECEIVED BY THE BUYER, THE SELLER SHALL NOT ASSIGN THE WHOLE OR ANY PART OF THIS ORDER TO OTHERS.

9. WAIVERS

THE SELLER BY ACCEPTANCE OF THIS ORDER, WAIVES ANY TERMS AND CONDITIONS ON THE SELLER'S PROPOSAL OR QUOTATION WHICH IS CONSISTENT WITH ANY OF THE ABOVE TERMS AND CONDITIONS

10. STANDARDS

THE VENDOR/MANUFACTURE MUST PROVIDE "CERTIFIED TYPE TEST RESULTS" OR "CERTIFICATE OF COMPLIANCE" AND IDENTIFY THE STANDARD TO WHICH THE PRODUCT IS CERTIFIED IN ORDER TO MEET THE ONTARIO REGULATION 22/04.