AGREEMENT: Vendor's promise of shipment or shipment of the Goods and/or Vendor's promise of performance or undertaking of performance of the Services hereinafter referred to shall constitute an agreement that the Goods and/or the Services, in accordance with the Purchase Order and at the price mutually agreed upon by Buyer and Vendor. Notwithstanding this, Buyer shall have the right to modify the quantities and/or the delivery destination, or to delay the appron of the shipping date(s), return the Goods or services at the Purchase Order at any time prior to shipment. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions on any related documents, or, or in Vendor's acknowledgment or in other documents, are hereby rejected and shall be of no force or effect. THE PURCHASE ORDER AND ANY RELATED CONFIDENTIALITY AGREEMENT EXECUTED BY THE PARTIES SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND VENDOR.

INSPECTION AND REJECTION: (a) Final inspection of the Goods shall be made by Buyer at the place specifically designated by Buyer or, if not so designated, Buyer's facility or, at Vendor's option, Vendor shall either (i) promptly issue to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods; or (ii) at Vendor's expense, within 24 hours of receipt of notice from Buyer, replace or commence repair of the nonconforming Goods in accordance with Buyer's specifications. Buyer's expenses in connection with inspection of any Goods found to be nonconforming and relating to any necessary storage, return shipping, handling or disposal of such nonconforming Goods, shall be charged to Vendor or at Buyer's option deducted from amounts due Vendor. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

If the Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards, or if the Services are deficient, then at Buyer's option, Vendor shall either (i) promptly issue to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, (ii) at Vendor's expense, within 24 hours of receipt of notice from Buyer, commence efforts to remedy or re-perform the affected Services in accordance with Buyer's specifications. Buyer's expenses in connection with inspection of any Services found to be nonconforming or deficient, and/or relating to any necessary correction, replacement or disposal of materials or items resulting from the nonconforming or deficient Services shall be charged to Vendor or at Buyer's option deducted from amounts due Vendor. Buyer's failure to detect nonconformities or deficiencies in the Services shall not affect Buyer's remedies as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.

TITLE, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES: Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, (a) warrants that for both domestic and international shipments of Goods title shall pass clear, unrestricted, and unencumbered and risk of loss for the Goods shall pass to Buyer upon Buyer's receipt and acceptance of the Goods, subject to paragraph 2(a), at the place specifically designated by Buyer or, if not so designated, at Buyer's facility. Further, unless otherwise provided in writing by Buyer in the Purchase Order, (b) agrees that all title to Goods shipped shall remain with Vendor until the purchase price and all applicable transportation, installation and disposal costs, including, without limitation, all applicable insurance, have been paid in full. (c) agrees that the Goods are purchased for Buyer and not as resales for Buyer's customers, contractors and assigns. Vendor agrees to retain title to Goods until all amounts due under the Purchase Order are paid in full.

EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer's option to Vendor at Vendor's expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on prior notice thereof.) (b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services.

WARRANTIES: Vendor warrants that all the Goods are of merchantable quality and fit for the purpose for which such Goods are intended to be used by or on behalf of Buyer, its affiliates, their customers, contractors or assigns. Vendor expressly warrants, in addition to all other warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor (a) shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property and (b) shall strictly conform to applicable specifications, instructions, drawings, data, samples and federal, provincial, territorial and local laws, orders and regulations, including, but not limited to, those regarding occupational health and safety. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer and any termination or expiry of these terms and conditions.

TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following circumstances:

i. If Vendor fails to perform any of its obligations under the Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Vendor notice specifying such failure; or

ii. If a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, a receiver is appointed for any property of Vendor or Vendor is generally unable to pay its debts when due.

Vendor also expressly agrees that time is of the essence to the Purchase Order and Vendor's failure to meet any delivery date in the quantity or quality specified in the Purchase Order or to perform in the manner and time specified in the Purchase Order or to fulfill any warranties, guarantees or indemnities made in connection with the Goods or Services will constitute material breach of the Purchase Order for which Buyer may terminate immediately all or any part of the Purchase Order.

No acceptance of Goods or Services after the delivery date will waive Buyer's rights with respect to such late delivery.

If in the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraph 7(a), Buyer may procure replacements for the Goods or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall remit to Buyer upon demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer's rights under this...
paragraph, and Vendor shall continue the performance of the Purchase Order to the extent not terminated.

(c) If the Purchase Order is terminated as provided in paragraph 7(a), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired for the performance of such part of the Purchase Order as has been terminated. Vendor, upon Buyer's direction, shall transfer title and deliver to Buyer, and shall hold in trust for Buyer's benefit, any property in the possession of Vendor in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

8. INDEMNIFICATION: In addition to the provisions of paragraphs 6, 10 and 12, Vendor will indemnify, defend, and hold Buyer harmless from any and all claims and costs in any way relating to the failure of Vendor to perform its obligations imposed by the Purchase Order or by any applicable law, regulation, or order, or arising out of or relating to any use, transportation, consumption, or sale of the Goods and/or any performance or receipt of the Services, regardless of whether such claims and costs arise out of or relate to or are imposed by reason of negligence, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy. Vendor shall obtain and maintain adequate insurance to cover its liability under the Purchase Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.

9. PERMITS, LICENSES, TARIFFS AND TAXES: Unless otherwise expressly agreed in writing, Vendor shall be responsible for obtaining all permits, licenses, tariffs and taxes required in connection with the performance of the Purchase Order. Vendor shall pay for any and all export and import licenses or permits necessary for performance under the Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order, there shall be any increase in any tariff, tax, duty, clearance charge, surcharge, import fee, or any excision on the Goods hereunder, resale of the Goods, any component thereof, any process or labour involved therein, or of any of the Goods to be rendered by Vendor, Buyer, at its option, may cancel the Purchase Order, or pass on to any and all undelivered Goods or underdelivered Services unless Vendor shall reimburse Buyer for the amount of the increase in any such tariff, tax, duty, clearance charges, surcharge, import fee, or other excise.

10. EXPORT AND IMPORT LAWS: Vendor acknowledges that the Goods, Services and/or technology sold or otherwise transferred hereunder may be subject to export and import control laws applicable to the purchase, sale, use, export, import or other transfer (collectively, “transfer”) of such Goods, Services and/or technology, in whole or in part, including, without limitation, export and import administration regulations (individually and collectively referred to as the “Transfer Laws”). Vendor warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times. Vendor shall indemnify Buyer and its affiliates from and against any and all Claims and Costs in any way relating to any violation of the Transfer Laws or any transfer of the Products, Services and/or technology, whether direct or indirect, by Vendor.

11. BUYER’S PROPERTY: Vendor acknowledges that all materials, including tools, dies, molds or engineering designs furnished or specifically paid for by Buyer and/or its affiliates (“Buyer Property”) may be subject to removal at any time without notice or demand by Buyer. Vendor shall remain liable for Buyer Property while on Vendor’s premises and shall take all reasonable precautions to safeguard Buyer Property from theft, loss, or damage. Vendor shall return Buyer Property to Buyer promptly upon completion of the Purchase Order or other written agreement between the parties. The purchase price for Buyer Property will be calculated at the invoice price.

12. IMPORER SECURITY FILING: Vendor shall be responsible for the timely submission to Buyer of any applicable importer security filing information (collectively, “ISF”) as required by the Canada Border Services Agency (“CBSA”) or otherwise. Timely filing will be no less than ten days prior to Goods being laden on board the vessel at the origin port. Vendor shall indemnify Buyer and its affiliates from and against any and all Claims and Costs in any way relating to any violation of the ISF or any transfer of Buyer Property.

13. PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS: Payment for special tools, dies, molds and engineering designs will not be made until such time as Buyer approves samples of produced Goods. If a payment for a special die or mold is made and not included in the unit costs of the production Goods, the invoice for the produced Goods must state: “A separate payment of CND$ [_____] was received by us from Buyer in connection with tools/dies/molds used in the production of this merchandise. See Purchase Order [____]”. If tools, dies, molds or engineering designs are supplied to Vendor free of charge, Buyer may request a list of Buyer’s rights arising by operation of law. Any provisions of the Purchase Order which are typewritten or
23. **INVOICES:** Vendor’s invoices shall be in English and contain a complete description of the Goods, (including, but not limited to, commercial designation, material composition and, if part of another item, identification of the item to which a part), quantity shipped, unit and total price paid or payable with any taxes specifically identified, for the Goods, terms of purchase and any additional statements as provided by the Purchase Order. Vendor’s invoices shall be accompanied by a signed (1) original bill of lading, or (2) express “shipper's collect receipt,” or (3) in case of prepaid shipments, original paid transportation bill showing the full amount of all freight and related charges paid. A separate invoice must cover each shipment. Amounts due and owing on invoices shall be for the quantity of the Goods received on the accompanying signed receiving documents, at the price set forth in the Purchase Order, unless modified by Buyer in writing.

24. **COMPLIANCE:** In accepting the Purchase Order, Vendor warrants and certifies its compliance with all applicable federal, provincial, territorial and local laws, orders and regulations, the pertinent language of which is hereby incorporated by reference. Buyer requires and Vendor further warrants and certifies that it will not obtain merchandise from manufacturers/sellers where it has knowledge or has reason to believe that said manufacturers/sellers utilize forced, prison or child labour. Additionally, Buyer requires, and Vendor agrees to require, that its suppliers and contractors comply with all applicable executive orders and all federal, provincial, territorial and local laws and related regulations relating to the parties’ general business, including but not limited to, customs, packaging and labeling, product safety and employment practices.

25. **CERTIFICATIONS:** Vendor hereby represents and warrants to Buyer, and covenants and agrees that it has caused all equipment and equipment parts and components and all other electrical or electronic goods (the “Electrical Goods”) to be approved and certified for use in Canada by a testing laboratory accredited in Canada by the Standards Council of Canada, or any successor organization, and that the Electrical Goods are in compliance with all applicable federal, provincial, territorial and local laws, orders and regulations, including without limitation those regarding occupational health and safety. Additionally, if Buyer is permitted or authorized to sell, license or otherwise distribute the Electrical Goods in international markets or territories, Vendor hereby further represents and warrants to buyer, and covenants and agrees that it has caused the Electrical Goods to be appropriately certified for use, and the Electrical Goods meet all applicable laws, orders and regulations for product safety in any such markets or territories. If the Electrical Goods are not at any time certified and in compliance with any of the aforementioned laws, orders or regulations, Vendor at no cost to Buyer shall take all steps necessary to modify or replace the Electrical Goods so as to make them so certified or in compliance.

26. **LANGUAGE:** The parties acknowledge that they have agreed that these terms and conditions and all contracts, notices and documents relating hereto be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis s’y rattachant, soient rédigés en anglais seulement.