

TERMS, CONDITIONS AND INSTRUCTIONS

- (1) All documents, information, specifications, blueprints, tracings or attachments provided by the Buyer and pertaining to this Purchase Order must be treated in strict confidence by the Seller and must not be transmitted to or discussed with a third party, nor reproductions made thereof, without prior written authorization of the Buyer.
- (2) Buyer reserves the right to cancel all or any portion of this Order, if shipment is not made or work performed as herein set forth and within the time specified, and Buyer further reserves the right to purchase elsewhere.
- (3) The Seller guarantees that the merchandise will be delivered in accordance with the specification, drawing, sample or quotation attached hereto, and agrees that these guarantees shall survive acceptance of merchandise by the Buyer. Material delivered which is not in accordance with this section may be returned by Buyer or rectified by Seller at Seller's expenses at option of Buyer.
- (4) (a) Buyer has right to cancel the unfilled portion of this Order upon giving Seller at least five days written notice.
(b) By acceptance of this Order and in consideration thereof, Seller warrants and agrees that any article or articles furnished hereunder and the use thereof does not infringe on any patent rights; that it will indemnify and save harmless the Buyer against loss including damages, costs and expenses and solicitor's fees, which may be incurred by the assertion of any patent rights of others.
- (5) This Order must not be filled at prices or with materials other than those set forth herein without written consent of Buyer.
- (6) (a) No additional charges of any kind, including charges related to boxing, packaging or cartage will be allowed unless specifically agreed to by Buyer in writing.
(b) Price is to cover net weight only of materials or articles otherwise agreed.
(c) All packaging must adequately protect the goods given their nature.
- (7) Goods delivered in excess of amount called for in this Order may be refused and returned at Seller's expense. Additional work involving compensation above the contract price herein shall not be done except at Seller's own expense.
- (8) Date and amount of cash discount shall be established by receipt of correct invoice or correct material according to terms of Order, whichever is later.

- (9) On goods bought “Delivered to Buyer’s Location”, F.O.B. Buyer’s Location, C.I.F. freight and insurance shall be arranged by and paid for by the Seller, and goods delivered under these terms shall remain at Seller’s risk until actually delivered to Buyer’s Location; all claims for damage, loss, etc., in transit to be made by the Seller. The Buyer has the right to reject in whole or in part any goods delivered in a damaged condition. If selling terms refer to “Seller’s Location”, then transit shall be arranged by and paid for by the Buyer, and goods shall be at Buyer’s risk.
- (10) All materials and workmanship shall be subject to Buyer’s inspection and approval. Seller agrees to repair at its own expense, and at the convenience of the owner and at the direction of Buyer, any defects in materials and workmanship discovered within one year from:
 - (a) date of acceptance of work and/or materials in the event such work and/or materials are purchased for Buyer’s use; or
 - (b) the date of the acceptance by the owner or the principal contractor, of the entire project for the purposes of which Buyer ordered the work and/or materials covered by this order.

Specific warranties relating to goods or equipment shall survive this clause. Seller warrants that the items covered by this Order are fit and safe for the purpose or use for which they are intended.

- (11) Fire, flood, explosion, strikes, lock-outs, epidemic, accident, shortage of transportation or other causes beyond the reasonable control of the parties, which prevent Seller from delivering or Buyer from receiving and/or using any of the items covered by this Order, shall operate to suspend deliveries during the period required to remove such cause, subject, however, to Buyer’s right to cancel any such delayed Order.
- (12) Foreign Suppliers are not liable for Canadian, Federal, Provincial or Municipal sales, use and excise taxes on goods shipped to Canada, and these must be excluded from price charges.
- (13) Seller agrees to comply fully with every law, rule or regulation which directly regulates or affects the material or services called for by this Order and to indemnify and save harmless Buyer from and against liability, expense or loss resulting from Seller’s failure to do so.
- (14)
 - (a) The Seller agrees to indemnify the Buyer from all claims against it or its employees arising out of or in connection with the work done under this Order and to provide to the Buyer, upon request, satisfactory evidence of insurance coverage in this respect.
 - (b) The Seller must conform to all the requirements of Canadian, Provincial and Municipal laws, by-laws and regulations applicable to the performance of the work to be done under this Order.

(c) The Buyer may withhold any and all payments due under this Order until Seller furnishes satisfactory evidence that all bills for labor and material provided to Seller on this Order have been paid in full.

- (15) Whether this agreement refers to manufactured items or to work, the Seller warrants and agrees that it has complied, and will comply, with all applicable Workman's Compensation and Unemployment Insurance Laws, if the work is done on Buyer's premises, and all other applicable laws, codes, regulations, rules and orders. Seller agrees to indemnify Buyer and save Buyer harmless, if Seller fails to comply with the foregoing and, in the event of such failure, Buyer may cancel this agreement. Seller warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.
- (16) Seller shall not assign its interest in this Purchase Order without Buyer's written consent.
- (17) This Purchase Order shall be construed and governed by the laws of the Province of Nova Scotia.
- (18) Payments will be made in Canadian Funds, unless otherwise stated in this Order.
- (19) Time shall be of the essence in this agreement.