

PURCHASE ORDER TERMS AND CONDITIONS - CANADA

1. DEFINITIONS

- (a) "Buyer" means the entity identified on the face of this Purchase Order.
- (b) "Terms and Conditions" means the information on the face of the Purchase Order and these Purchase Order Terms and Conditions, and any other terms and conditions, specifications, drawings or other documents specifically incorporated into the Purchase Order by reference.
- (c) "Seller" means the vendor identified on the face of this Purchase Order.

2. AGREEMENT

This Purchase Order and these Terms and Conditions contain the complete and exclusive agreement between Buyer and Seller, are the only terms upon which Buyer is willing to contract with Seller, and supersede all prior negotiations or agreements, whether written or oral. No modification, amendment, extension, renewal, revision, discharge, abandonment, waiver or other change or alteration shall be valid, enforceable or binding on Buyer unless agreed to in a subsequent writing signed by an authorized representative of Buyer. All terms and conditions proposed by Seller which are different from or in addition to this Purchase Order and these Terms and Conditions are expressly rejected. Seller's written acceptance of this Purchase Order, shipment of any equipment, goods or materials, commencement of any work, or performance of any labour or services hereunder constitutes Seller's acceptance of this Purchase Order subject to these Terms and Conditions.

3. DELIVERY

- (a) Time is of the essence in connection with Seller's performance under this Purchase Order. If delivery of materials or equipment is not completed by the time prescribed herein, Buyer may call for expedited shipment and Seller will be responsible for any extra costs. In addition to its other rights and remedies, Buyer shall also have the right without any obligation to Seller

Buyer's location, unless otherwise stated in the Purchase Order.
With respect to products, materials, and equipment described in the Purchase Order, Seller shall deliver to Buyer upon delivery to Buyer's location, unless otherwise

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13. PRICES, TAXES AND DUTIES

Seller warrants that each price for equipment, goods, material, labour or services furnished hereunder is no less favourable than that extended during the term of this Purchase Order to any other customer for the same or like items or services in equal or less quantities or similar terms and conditions. Unless otherwise provided on the face of this Purchase Order, the prices contained herein include all federal, provincial and local taxes, customs and duties. Where applicable, Buyer shall provide Seller with a tax exemption certificate acceptable to taxing authorities. If any of the items purchased hereunder are imported from any other country, Seller is responsible for all legal, regulatory, and administrative requirements related to such importation.

14. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, provincial, and local laws, executive orders, ruTJ 0.013 Tn(eq)-11

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19. LIMITATION OF LIABILITY

In no event shall Buyer be liable for incidental or consequential damages, including but not limited to loss of profits, loss of use of equipment, facilities, capital or money, whether such liability is grounded in contract, tort or any other cause whatsoever. Seller must commence suit with respect to any claim arising out of or in connection with this Purchase Order within one (1) year after the cause of action occurred and before acceptance of final payment, failing which Seller's claim is extinguished and fully and finally released by the Seller, and Seller consents to a dismissal of any such claim or proceeding in a court or forum with costs.

20. CHANGES AND ALTERATIONS