



1. This Purchase Order, including these General Purchase Order Terms and Conditions, and any additional terms and conditions incorporated into or attached hereto, constitutes the entire agreement between Sutherland-Schultz Ltd. ("SSL") and Vendor. Any acknowledgement by Vendor, including making shipments or deliveries, or the provision of services hereunder, notwithstanding any proposals, qualifications or terms and conditions additional to or different from those contained herein, shall be deemed an acceptance by Vendor of this Purchase Order. SSL acknowledges that Vendor may, for operating convenience, desire to utilize its own form of sale memorandum to acknowledge this order. However, it is mutually agreed that any provisions included in any form or method of acceptance used by Vendor that add to, modify, conflict with or contradict any provision of this order, shall be deemed to be null and void.
2. Vendor shall provide the materials and/or services described herein at the price or prices set forth opposite each item required by SSL, within the times specified. Those prices shall remain firm for the duration of this purchase unless specifically stated otherwise on the face hereof. SSL may increase or decrease quantities at the unit prices shown, subject to any minimum quantities shown on the face hereof, prior to the shipping of the complete order from Vendor. There will be no additional charges including, but not limited to, service charges, shipping charges, taxes, duties, or brokerage fees unless agreed to by SSL in writing. All prices and related charges are shown in Canadian dollars unless otherwise noted on the face hereof. Invoices may only be sent to SSL after delivery of the goods and/or performance of the services. All invoices will include Vendor's HST tax registration number.
3. All goods will be properly packed to prevent any damage during shipment. All goods shall be shipped FOB to the delivery address specified on this Purchase Order on a Declared Value basis.
4. SSL reserves the right to rely on any warranties or conditions implied under the *Sale of Goods Act* (Ontario) or any other comparable legislation in other jurisdictions. Without limiting the foregoing, Vendor represents and warrants to SSL that:
 - a) Vendor has the right to sell the goods with good and marketable title thereto and that the goods are free from all liens, charges or encumbrances of any nature whatsoever;
 - b) SSL will have and enjoy quiet possession of the goods;
 - c) the goods are of merchantable quality, notwithstanding any examination or inspection or acceptance by SSL;
 - d) all goods sold will be new and unused; and
 - e) all services performed by vendor, whether or not in conjunction with the supply of goods, shall be carried out in a good and workmanlike manner in accordance with the standard of the trade.
5. Vendor represents and warrants to SSL that the goods and services purchased shall:
 - a) be free from defects in materials and workmanship;
 - b) be of merchantable quality and in conformance with all specifications contained in this purchase order, if any;
 - c) be fit for the use intended by SSL, provided that Vendor knows or should have known of such intended use
 - d) comply with all applicable laws, regulations and standards.Goods not conforming to these requirements, including substitutions not properly approved, may be considered defective. Vendor will promptly either repair or replace all goods that are found defective at no cost to SSL so that the repaired or replaced goods are not defective. Vendor will also promptly reimburse SSL for any additional cost incurred due to the defective goods including, but not limited to, labour to remove and reinstall, additional testing and consultant approval plus reasonable markups for overhead and profit. All representations and warranties in this Purchase Order shall survive acceptance of and payment for any goods and services provided by Vendor. Vendor does not waive any implied warranties or conditions, statutory or otherwise.
6. Vendor shall indemnify, defend and save harmless SSL from and against any and all claims, debts, losses, demands, damages (including direct, indirect, liquidated and incidental), judgments, awards and liabilities arising at any time from Vendor's negligence or from Vendor's failure to conform to all terms of this Purchase Order or caused by any act or omission by Vendor or anyone for whom Vendor is responsible.
7. Vendor will acquire and maintain the following insurance as noted below and with a maximum deductible of \$25,000 each occurrence:
 - a) Commercial General Liability with inclusive limits of at least \$5,000,000 per occurrence, for bodily injury and property damage, which is extended to include Personal Injury Liability, Broad Form Products and Completed Operations, Broad Form Contractual Liability, Sudden and Accidental pollution liability with a wording that is not less than the coverage provided by IBC 2336 and Non-owned Automobile Liability. Vendor will include Sutherland-Schultz Ltd. as an Additional Insured in respect of liability arising out of the Vendor's product or operations.
 - b) Automobile Liability on all owned, rented or leased vehicles with a limit of at least \$2,000,000.All insurance policies required to be maintained herein shall provide at least 30 days prior written notice of cancellation to SSL. Vendor shall provide SSL with a certificate of insurance providing evidence of the required insurance in a form satisfactory to SSL.
8. If Vendor works on the premises of either SSL or SSL's customer, Vendor will comply with all applicable laws and regulations pertaining to the services provided under this Purchase Order, and specifically those related to worker health and safety. Vendor will take all necessary precautions to prevent injury or damage to persons or property during the performance of the work. Vendor shall obtain and maintain insurance from the Workplace Safety and Insurance Board, and shall provide SSL with a valid WSIB certificate prior to entering any SSL site or SSL customer site and every 60 days thereafter until the work is complete.
9. Vendor may not assign this Purchase Order without SSL's prior written consent, which consent will not be unreasonably withheld.
10. SSL shall have the right to terminate this Purchase Order immediately if Vendor becomes bankrupt or insolvent, or a receiver is appointed for Vendor or Vendor commences proceedings or files any notice of intent to file a proposal, or makes an assignment for the benefit of its creditors or ceases to conduct operations in the normal course of business. If SSL terminates this Purchase Order according to this section 10, SSL will be entitled to:
 - a) take possession of all goods delivered under this Purchase Order;
 - b) withhold further payments to Vendor;
 - c) charge Vendor the additional cost over the Purchase Order price for sourcing any undelivered goods elsewhere plus any additional cost incurred to source those goods elsewhere;
 - d) charge the Vendor a for any cost that is incurred to fulfill the warranties for the goods; and
 - e) charge the Vendor for any damages SSL may have sustained as a result of the termination including reasonable overhead and attorney's fees.These costs shall be deducted from any monies due or to become due to Vendor and any surplus will be paid to Vendor at the end of the warranty period. Vendor will be liable for payment of any amount by which such expense exceeds the unpaid amount owing to Vendor. Termination of this Purchase Order does not reduce or eliminate any of Vendor's obligations to SSL that, by their nature, are intended to survive termination of this Purchase Order.
11. SSL shall have the right to setoff any amount owed by Vendor to SSL against any amount owed by SSL to Vendor under this or any other Purchase Order, agreement or contract.
12. This Purchase Order will be governed by the laws of the Province of Ontario.