1. INSPECTION Purchaser and Owner shall have the right to inspect and test the materials at Vendor's plant any time prior to deemed accepted until after such final inspection. The making or failure to make any inspection of or payment for, or acceptance of the material shall in no way impair Purchasers' right to reject nonconforming goods, to recover damages or exercise any other remedies to which Purchaser may be entitled, notwithstanding Purchasers' knowledge of the nonconformity, it being understood that Vendor shall be liable for all inspection, reshipment and return costs or nonconforming goods. Vendor shall not replace returned materials unless so directed by Purchaser in writing. Rejection by Purchaser of any lot or individual item furnished under this purchase order does not relieve Vendor of its obligation to deliver conforming items in the quantities set forth in this purchase order.

2. SHIPPING Goods purchased hereunder shall be delivered to Purchaser at the delivery point specified on the face thereof. All transportation and handling charges shall be prepaid by the Vendor unless otherwise specified on the face hereof. All goods shall be marked and labeled in such manner as to indicate the lot number, date of manufacture, grade, test number and other information as indicated on the face hereof. Goods shall be carefully packed for shipment so as to prevent any damage thereto during shipment. The Vendor shall ensure that the packing slips for the goods purchased correspond with the parts numbers and description indicated on the face hereof. All goods manufactured and originating in any country, except the United States of America, shall be accompanied by an original and certified copy of the Certificate of Origin; where applicable. The Vendor shall at its expense insure the goods being shipped at not less than the full replacement cost thereof.

3. TITLE TO GOODS Vendor shall furnish the materials described herein at the price or prices set forth opposite each item of work within the times required by Purchaser. Those prices shall remain firm for the duration of this procurement unless specifically stated otherwise on the face hereof. ‘Purchasers’ acknowledgment of the receipt of goods, unless otherwise agreed to by the Vendor, shall constitute receipt of goods and acceptance by Purchaser, and the Vendor shall not be liable for any goods accepted by Purchaser. Invoices shall only be sent to Purchaser after delivery of the goods or performance of the services. If correct invoices do not reach Purchaser within five (5) calendar days from invoice date, payment deadlines and discount periods shall be calculated from a date five (5) calendar days prior to receipt of correct invoice.

4. TITLE to goods purchased shall pass to Purchaser upon delivery of goods to Purchaser and Purchasers’ acceptance thereof in accordance with paragraph 9.

5. WARRANTY - GENERAL Seller shall manufacture or supply goods or services purchased in accordance with Purchasers’ and Owner’s Specifications, if any, only upon written approval by Purchaser of such Specifications. The Vendor shall make no substitution or changes to any material or workmanship without the written consent of Purchaser.

6. WARRANTY - GENERAL Notwithstanding any oral or written agreement to the contrary, Purchaser 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 by virtue of any law or regulation. Failure to comply with any of the terms or conditions of this Purchase Order may result in the revocation of Purchaser’s approval, and any such modifications or departures will be subject to the purchase price. The Vendor hereby represents and warrants to Purchaser that: (a) the Vendor has the right to sell the goods and marketable title thereto and that such goods are free from all liens, charges or encumbrances of any nature or whatsoever; (b) the goods purchased hereunder shall be delivered to the Purchaser at the time and place specified on the face of this Purchase Order; (c) goods sold by description will correspond with the description, and, if the sale is by sample as well as description, it is not sufficient that the bulk of the goods correspond with the sample if the goods do not also correspond with the description; (d) goods sold are of merchantable quality, notwithstanding any examination or inspection or acceptance of the goods carried out by Purchaser; (e) in the case of goods sold by sample, the bulk will correspond with the sample in quality; (f) all services performed by the 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 standards of the trade; and (g) all warranties and conditions contained herein are limited to the extent that no part of the purchase price is for the purpose of assuring compliance with any such warranties or conditions.

7. WARRANTY - QUALITY The Vendor represents and warrants to Purchaser that the goods and services purchased hereunder shall be, (i) free from defects in materials and workmanship, (ii) of merchantable quality and in full conformity with Purchasers’ Specifications (if any) and all Specifications contained in this Purchase Order, (iii) fit for the use intended by Purchaser (provided that the Vendor has reason to know, or should have known, of such intended use), (iv) if goods, new and unused and (v) comply with all applicable laws and regulations and all applicable standards. The Vendor agrees that all of the representations and warranties provided for in this Purchase Order shall survive the acceptance of and payment for any goods or services furnished by the Vendor or on the Vendor’s behalf. The warranties in the Purchase Order shall be in addition to any warranty of additional scope given to Purchaser by the Vendor. No implied warranties or conditions, statutory or otherwise can be waived or excluded by the Vendor.

8. DELIVERY AND TIMELINESS Purchased goods or services shall be delivered or furnished at the time or times specified on the face hereof or in the event no delivery schedule is stated as soon as possible. Failure to deliver goods or to perform services of the quality and within such specified time or times or if none, within a reasonable period of time, shall, at the option of Purchaser, relieve it of any obligation to accept and pay for such goods or services, as well as any unperformed installments, if there be any. Upon failure to deliver or perform as specified Purchaser may cancel the order for such goods or services and may retain for herein (including reimbursement for any increased costs paid by Purchaser) unless delivered shipments or performance is consented to by Purchaser in writing. Any failure by Purchaser to exercise this option with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments. Goods and services delivered prior to a specified delivery date by Purchaser’s option to be returned to the Vendor or retained, but Purchaser shall be entitled to withhold payment until the otherwise applicable payment date.

9. INSPECTION Purchaser and Owner shall have the right to inspect and test the materials at Vendor’s plant any time prior to shipment, and to final inspection within a reasonable time after arrival at the ultimate destination. The materials shall not be deemed accepted until after such final inspection. The making or failure to make any inspection of or payment for, or acceptance of the material shall in no way impair Purchasers’ right to reject nonconforming goods, to recover damages or exercise any other remedies to which Purchaser may be entitled, notwithstanding Purchasers’ knowledge of the nonconformity, it being understood that Vendor shall be liable for all inspection, reshipment and return costs or nonconforming goods. Vendor shall not replace returned materials unless so directed by Purchaser in writing. Rejection by Purchaser of any lot or individual item furnished under this purchase order does not relieve Vendor of its obligation to deliver conforming items in the quantities set forth in this purchase order.

10. INDEMNIFICATION Vendor shall indemnify, defend and save harmless Purchaser from and against any and all claims, debts, demands, damages (including direct, liquidated, consequential, incidental or other damages), judgments, awards, losses, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature at any time arising out of any failure of Vendor to perform any of the terms and conditions of this purchase order or which are caused or occasioned by, or claimed to be caused or occasioned by, any act, omission, fault, or negligence, of Vendor or anyone acting under its direction or control, or in any other behalf in connection with or incident to the work. Without limiting the generality of the foregoing the same shall include injury or death to any person or persons, including agents, consultants, members and employees of Owner, Purchaser and Vendor, and damage to any property, regardless of location.

11. CANCELLATION Purchaser may at any time cancel its order for all or any part of undelivered goods or services specified in this Purchase Order, or any revisions thereof then any delivery schedule issued pursuant thereto upon one day’s notice in writing to the Vendor.

12. WORK ON PURCHASERS’ OR ITS CUSTOMERS’ PREMISES If the Vendor’s work under the Purchase Order involves operations by the Vendor on the premises of Purchaser or any of its customers, the Vendor shall comply with all applicable laws including those relating to worker safety and shall take all necessary precautions to prevent the occurrence of any injury or damage to person or property from working on such work and except to the extent that any such injury or damage is due solely and directly to Purchaser’s or its customer’s negligence, the case may be, shall indemnify Purchaser, its officers, directors, employees and agents (past, present and future) against all claims, damages, liability, costs and expenses of any kind or nature which Purchaser may suffer or incur as a result of or arising out of any act or omission of the Vendor, its agents, employees, or subcontractors, and the Vendor shall prior to entry to the property of Purchaser or its customers obtain and maintain Workplace Safety Insurance, Employer’s Liability Insurance, Comprehensive General Liability insurance (including Products Completed Operations and Broad Form Contractual Liability, Bodily Injury and Property Damage), and Automobile Liability Insurance in such amounts of coverage as will protect Purchaser, its officers, directors, employees and agents (past, present and future) from said risks and any claims arising therefrom. Upon request the Vendor shall provide Purchaser with evidence of such coverage, satisfactory to Purchaser.

13. ASSIGNMENT The Vendor may not assign this Purchase Order or any of its rights or obligations hereunder without the prior written consent of Purchaser, which consent may be unreasonably withheld. The Vendor shall not subcontract the work to be performed under this Purchase Order without the prior written consent of Purchaser, which may be unreasonably withheld, but the Vendor may purchase goods as it normally purchases to perform the work.

14. BANKRUPTCY If the Vendor shall become bankrupt or insolvent or be subject to any winding-up or bankruptcy legislation or commence proceedings under any creditors relief legislation or makes or files any notice of intent to file for proposal or files for proposal or goes into liquidation, voluntary or involuntary, or makes a general assignment for the benefit of its creditors or if a liquidation in respect of its property occurs, or if the Vendor consents to or ceases to conduct operations in the normal course of business, then Purchaser shall be entitled to cancel any unfurnished portion of this Purchase Order without any liability whatsoever and Purchaser shall be indemnified by the Vendor and its officers, directors, employees and agents for all loss or damage to any property, regardless of location. 15. CONFORMITY TO LAW The Vendor represents and warrants to Purchaser that the goods to be produced or sold and the services to be rendered under this Purchase Order have been or will have been manufactured, stored, packed, labelled, shipped, provided and furnished by Purchaser in accordance with and in strict conformity to all applicable statutes, regulations, rules and any applicable standards including Canadian Standards Association standards.

16. GOVERNING LAW This contract will be governed, construed, applied and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable thereto. The application of the United Nations Convention on Contracts for the International Sale of Goods, as amended from time to time, is hereby expressly excluded.

17. AMENDMENTS This contract shall not be changed, modified, terminated or otherwise amended unless made in writing by Purchaser. 18. TIME SHALL be of the essence of this Purchase Order.