TERMS & CONDITIONS OF PURCHASE ORDER

1. Unless waived or otherwise agreed in writing by the University, this Purchase Order and its Terms & Conditions shall not be altered, amended, varied or modified. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind the University in any way. In the event that the terms and conditions of this Purchase Order are in conflict with, or differ from, the Supplier's terms and conditions, the terms and conditions of the Purchase Order shall prevail.

2. All documents, information, specifications, blueprints, tracings or attachments provided by the University and pertaining to this Purchase Order must be treated in strict confidence by the Supplier and must not be transmitted to, or discussed with, a third party, nor reproductions made thereof, without prior written authorization of the University.

3. Unless otherwise specified, all shipments shall be DAP Delivered at Place, offloaded and installed (where specified), freight prepaid. It is the Supplier's responsibility to arrange full and complete protection of all shipments to the University. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the University. All packaging must adequately protect the goods given their specific nature. The Supplier shall ensure that University's property is kept clean of any rubbish or surplus materials resulting from the supply of goods or services.

4. The Supplier guarantees that goods or services will be delivered in accordance with the specification, drawing, sample, or quotation attached hereto, and agrees that this guarantee shall survive acceptance of goods or services by the University. Goods or services delivered which are not in accordance with this condition may be returned by the University, or rectified by the Supplier, at the Supplier's expense, at the option of the University.

5. In the event of the Supplier's failure to deliver as and when specified, the University may cancel this Purchase Order in whole or in part without prejudice to other rights and remedies, and may return part or all of any shipment at the supplier's expense.

6. Payments will be made in Canadian funds unless otherwise stated on this Purchase Order. The dates and amount of cash discounts, if any, shall be established by receipt of correct invoice or correct material according to the terms of the Purchase Order, whichever is later.

7. Where applicable, the University may withhold any and all payments due under this Purchase Order until the Supplier furnishes a statutory declaration as provided by a notary public stating that all invoices for labour and material provided to the Supplier on this Purchase Order have been paid in full.

8. Regardless of payment, all goods and services shall be subject to inspection and approval by the University without limitation as to time. The University may reject the goods and/or services, in whole or in part, and/or terminate the Purchase Order if, in the opinion of the University, the goods and/or services, in whole or in part, are unsatisfactory, non-conforming to Purchase Order specifications, or if the Supplier has breached any term or condition of this Purchase Order.

In the case of rejected goods, the University may either return those goods to the Supplier at the Supplier's risk and expense, or, advise the Supplier to remove the rejected goods, at the Supplier's risk and expense, whereupon any responsibility of the University with respect to the rejected goods shall absolutely cease.

In the case of rejected services, the University may either require the Supplier to re-perform the services at the Supplier's expense or terminate the Purchase Order without payment and obtain the services from another source at the Supplier's expense.

9. In addition to the University's rights at law and any Supplier warranties, and regardless of payment, the Supplier shall, at its own expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of faulty manufacture, design, material or workmanship for a minimum period of one year (unless otherwise specified) from:

The date of acceptance of work and/or materials in the event such goods and services are purchased for the University's use:

or,

The date of acceptance by the University of the entire project for the purposes of which the University ordered the goods and services covered by this Purchase Order.

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

10. The Supplier warrants and agrees that it has complied, and will comply, with all applicable Workers' Compensation and Employment Insurance Laws in the Province of the University, and all other applicable laws,

codes, regulations, rules and orders. The Supplier agrees to indemnify the University and save the University harmless if the Supplier fails to comply with the foregoing and, in the event of such failure, the University may cancel this Purchase Order without penalty. The Supplier further warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.

11. Where work is performed on University premises, the Supplier shall be required to provide proof satisfactory to the University that the Supplier has valid subsisting public liability and property damage insurance showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than $5,000,000 for bodily injury, personal injury and property damage inclusive limits.

12. Dangerous goods shall be shipped in compliance with all applicable environmental laws, rules, regulations and procedures. For all goods or materials subject to Workplace Hazardous Material Information System (WHIMS) legislation, Safety Data Sheets shall accompany the goods, and all applicable packaging shall bear the appropriate WHMIS labels.

13. The Supplier agrees to save harmless the University, its agents and employees, from and against all loss or expense by reason of the liability imposed by law upon the University, its Board of Governors, students, employees, and/or agents, for damage because of bodily injury, including death, at any time resulting from, or sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Purchase Order due to negligent or wrongful acts of the Supplier. The Supplier further agrees to indemnify and hold harmless the university, its Board of Governors, students, employees, servants and/or agents from all claims, demands, losses, costs, damages, actions, suits or proceedings initiated by third parties arising from the negligence of the Supplier, its employees, servants, and/or agents.

14. The Supplier shall pay all royalties and patent license fees required for the performance of this Purchase Order, and at the Supplier's own expense, defend all suits and proceedings against the University and indemnify the University against any award of damages, demands, losses, charges or costs made against the University in such suits or proceedings are based on any claim that any of the products or services supplied, constitute an infringement of a patent by the Supplier. If any of the goods or services constitutes an infringement of patent and its use is enjoyed, the Supplier shall, at the Supplier's own expense, procure for the University, the right to continue using the product or service, replace or modify the product or service so it becomes non-infringing and meets the needs of the University, or pay the University for loss of use of the product or service.

15. It is the responsibility of the Supplier to ensure that no representative of the Supplier will extend entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculty or Departments. The Supplier shall report to the Manager of Procurement Services any attempt to obtain such favours. Further, Bidder's shall disclose if any University employee is involved with the Bidder's company in any way.

16. Fire, flood, explosion, strikes, lock-out, epidemic, accident, shortage of transportation or other causes beyond the reasonable control of the University or the Supplier, which prevent the Supplier from delivering or the University from receiving and/or using any of the items covered by this Purchase Order, shall operate to suspend deliveries during the period required to remove such cause, subject, however, to the University's right to cancel any such delayed order.

17. The Supplier shall not assign or sub-contract its interest in this Purchase Order without the prior written consent of the University. The Terms & Conditions of this Purchase Order shall survive any Assignment and shall not relieve the Supplier of its contractual obligations.

18. The law applicable to this Purchase Order shall be the law in the Province of the University, an appeal to the Supreme Court of Canada excepted. The agreement between the parties shall be binding upon them and their successors, executors and administrators.

19. Time shall be of the essence in the performance of this Purchase Order.