

## PURCHASE ORDER TERMS AND CONDITIONS

1. This order, including these general terms and conditions, forms the entire contract between the parties and no variation thereof, irrespective of the wording or terms of the seller's acceptance, will be effective unless specifically agreed to in writing by the buyer.  
No local, general or trade customs shall be deemed to vary the terms thereof. Where the context required, the word "goods" is to be read as including services.
2. Goods will be received by the buyer subject to final inspection and approval by the inspector, if any, named in the order and if not so named then by any person authorized by the buyer. Goods found to be defective or not in compliance with the specifications may be returned to the seller at the seller's expense.
3. The seller warrants that he has the right to use and sell any patented devices or parts used in the goods purchased and agrees to indemnify the buyer against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the buyer or used by the seller in the goods purchased without such specification.
4. Goods must be delivered strictly in accordance with the quantities, specifications, terms and conditions shown. Time shall be of the essence of the contract. (See time of delivery specified in order.)
5. The buyer will not pay any charges for packing or cartage unless agreed upon in writing.
6. The buyer reserves the right to cancel any unshipped portion of this order.
7. All Electrical Equipment must be C.S.A. (Canadian Standards Association) and/or Electrical Safety Authority approved and marked.
8. Under W.H.M.I.S., Material Safety Data Sheets required to be sent to Lakehead University Safety Officer.
9. Whether this agreement refers to manufactured items or to work, Seller warrants and agrees it has complied, and will comply, with all applicable Workers' Compensation Board and Employment 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.
10. This purchase order shall be construed and governed by the laws of the Province of Ontario.