



# PURCHASING TERMS & CONDITIONS

**These terms and conditions supersede any information included in the vendor's quote(s) or offer(s) and are conditional to the validity of this purchase. By agreeing to supply the products and/or services, the vendor agrees to the terms and conditions of this purchase as described by the buyer in the purchase order form and in this document.**

*The term « vendor » is used to indicate the person and/or legal entity described as such on the purchase order form. More precisely, the « vendor » is the entity receiving payment(s) for the delivery of services and/or products.*

1. The vendor agrees to sign, if required, a confidentiality agreement with the buyer, respecting the terms required by the buyer in regards to the products and services rendered.
2. There shall be no changes among the terms, conditions, delivery dates, prices, quality or specifications of this order unless agreed upon in writing by both the vendor and the buyer. When unspecified, quality is to meet or exceed industry standards. No general or local business practices shall be deemed acceptable to compensate or justify any changes to the terms and indications.
3. Unless ownership is passed to the Buyer F.O.B., delivery or transportation does not constitute delivery to the buyer, therefor the buyer will not be responsible for losses or damages in transit. If no specific conditions are detailed on the purchase order, the international rules for the interpretation of trade terms, described in the Incoterms (ICC No. 350), will be in force at the time of acceptance of this order by vendor.
4. The Buyer will not pay any costs of packaging, transportation or any other fees and expenses unless it has previously been agreed upon in writing.
5. Products and services provided by vendor shall be subject to the review and approval of the buyer. The buyer will not accept any defect or any imperfection, even if he fails to notify the vendor upon reception of products or upon the completion of any service. Payment of vendor's invoice does not constitute acceptance either.
6. Unless otherwise agreed in writing between the parties, the vendor agrees to protect, indemnify and keep harmless the buyer, its customers and users of its products, against all claims, losses, liabilities, damages, costs, expenses (including, without limitation, interest, penalties, fees and legal expenses), actions or demands relating to any violation or alleged infringement of any patent by reason of the sale or use of materials and services provided by vendor.
7. The vendor guarantees and agrees that:
  - a. All products and services included in this order shall comply with the specifications, instructions, drawings, samples and other descriptions supplied by the buyer. The products and services shall be of good materials and good workmanship and free from defects.
  - b. All products delivered or services rendered as part of this order will have been produced, sold, delivered or returned to or for the buyer according to terms and conditions that meet all requirements and are in compliance with all applicable laws and regulations.
  - c. If labor and/or services are to be provided as part of this order, the vendor is to be considered an independent contractor and be held solely responsible for paying all taxes and fees (federal, provincial, municipal or other) collected or applicable as a result of this purchase. Vendor will comply with all applicable territorial laws concerning workplace health and safety and will take out at its own expense, general liability insurance, vehicle insurance and insurance against property damage to satisfactory amounts (5,000,000\$ Civil Liability with max. 1,000\$ franchise), co-insuring the buyer and will provide evidence to the buyer, if requested. Vendor's insurance company shall provide a ten days prior notice in case of changes or cancellation of policy.

- d. Seller shall remove from the site (or delivery address) after every work shift, all crates, boxes, packagingss and waste and shall maintain a safe, healthy and clean working area at all times. If such cleaning is not done to the satisfaction of the buyer, the buyer will clean or hire a third party to clean to his satisfaction and costs will be assumed by the vendor, without prior notice.
8. Vendor shall submit for approval of the buyer, all shop drawings and samples that the buyer may require.
9. Vendor shall not cede this order, in whole or in part, nor any rights or claims related to it for non-compliance with its provisions or for any sums due under the purchase order, without receiving the prior written consent of the buyer. In the absence of such consent, transfer, delegation or assignment shall be deemed void. The buyer may be entitled to compensation and claims against the vendor if informed of an unauthorized, transfer, delegation or assignment of this purchase order. All claims for amounts due or to become due by the buyer may be held for compensation by the buyer against this purchase or any other agreement between the buyer and the seller and weither or not this compensation or claim occurs before or after any transfer, delegation or assignment by the vendor.
10. The buyer reserves the right to cancell this purchase order, in part or in full, by submitting a written notice to the vendor, at any time before delivery.
11. The vendors agrees to submit to the buyer, proof that all purchases and or expenses related to this purchase order have been paid in full. The buyer may also request a certified document attesting that all dues to WSIB/CSST or any other governing entity to which the Vendor must produce remittance have been paid. A holdback may be retained by the buyer untill all proofs are provided by the vendor, if requested.
12. The moment for transfer of ownership and responsibility will be set in accordance with international rules for the interpretation of trade terms described in the Incoterms (ICC No.350) in effect at the time of acceptance of this order by the vendor.
13. The vendor shall notify buyer immediately if the order can not be fulfilled for the agreed terms and prices. The buyer will refuse payment of any invoice for products and/or services completed without its written consent.
14. In case of disrepancies, the french version of this document prevaes. The printed version submitted with the purchase order prevaes the version available on Claude Portelance Construction Inc.'s website.
15. This document is a grouping of several clauses and therefor should a competant tribunal deem one clause invalid, all remaining clauses are to be considered valid. The partial invalidity of this document does not consitute a full dismissal of remaing clauses.