



Conditions and Instructions

Quality

Material is subject to Buyer's inspection and acceptance within a reasonable time after delivery. Material not as ordered may be returned at Seller's expense. Supplier is required to perform pre-shipment inspection and maintain traceability to supporting quality control records.

Invoicing

A separate invoice must be rendered for each shipment or part-shipment, bearing purchase order reference, and accompanied by original bill of lading, and one copy, except where prior arrangements have been made for multi billings. Invoices billing prepaid freight or express charges must include receipted bills. Time for terms of payment runs from date correct invoice.

Packing

Packages must bear Buyer's order number and show gross and tare weights and/or quantity. Packing lists must accompany each shipment. If material is hazardous, Seller must conform to all legal requirements of Canada as to containers and labelling. Each container must bear required hazard label. Packing charges require Buyer's prior written approval.

Shipping Documents

Full value must be declared on shipments via express, air or parcel post. The Seller must furnish, on request, and at no charge to the Buyer, customs certificate of importation and sale and copy of import entry to cover any materials on this order which were imported even when such materials were imported duty free. This includes materials sold to us ex Canadian warehouse.

Routing

Goods must be addressed as indicated on the face of this order, when specific routing is not given, the supplier must ship by the cheapest route and pack goods so as to obtain the lowest freight rate.

Patents

Seller warrants that neither the material as such, nor its purchase by the Buyer infringes any existing Canadian patent, and undertakes at its own expense to defend any suit, and indemnify Buyer against any costs or damages, resulting from any such alleged infringement.

**Nonwaiver**

The waiver by Buyer of any breach by Seller, by its failure to give notice thereof to Seller, or otherwise, or failure to Buyer to enforce any of the terms and conditions of this order, at any time, shall not be construed as a waiver of any future such breach, nor affect or limit in any way Buyer's right thereafter to enforce and compel strict compliance by Seller with every term.