

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. Parties – In this Purchase Order and in any documents, drawings, specifications or instructions referred to in this Purchase Order:
  - (a) “Buyer” means CFP Industries Inc.
  - (b) “Seller” means the person, firm or corporation to whom this Purchase Order is addressed on the face hereof.
2. Delivery of material ordered must be made within the time allowed on the face of this Purchase Order. In addition to any other remedy or remedies which the Buyer may have, the Buyer reserves the right to cancel this Purchase Order in whole or in part if deliveries are not as stipulated in this Purchase Order. Time shall be of the essence of this Purchase Order. If any order is cancelled in whole or in part because of the foregoing, the Buyer shall not pay any cancellation charges unless specifically agreed to in writing by the Buyer.
3. All goods supplied under this Purchase Order are subject to inspection and acceptance by the Buyer within a reasonable time after receipt thereof. The Buyer will notify the Seller in writing of the rejection of any goods which are not in accordance with the description or specifications stipulated in this Purchase Order, and such goods will then be held subject to the disposition of the Seller at its risk and subject to all charges accruing as the result of the said rejection.
4. The terms and conditions set forth on the face and back hereof and attached hereto by the Buyer constitute the entire agreement between the parties for the goods and services ordered hereunder, and no other terms and conditions which the Seller may submit to the Buyer shall in any way and under any conditions apply. References herein to documents or other information from the Seller are for identification only and form no part of the said final agreement except as specifically indicated to the contrary. No change, modification, limitation, waiver, termination, rescission or discharge of the agreement constituted by this Purchase Order shall be binding on the Buyer unless in writing and executed by an actual authorized employee of the Buyer.
5. The Seller warrants that all goods purchased on this order, shall be free of defects of design, material and workmanship and shall conform to the details and specifications herein contained. The Seller shall be responsible for any and all expenses incurred in the removal or replacement of the goods arising out of any such defect. This warranty is in addition to and not in substitution for any statutory warranty or any other right or remedy which the Buyer may have.
6. The Seller agrees to indemnify and save and hold harmless the Buyer, its officers, agents and employees from any and all claims, charges, liabilities and/or damages of any kind or nature whatsoever on account of the operations of the Seller, his subcontractors or his or their agents or employees, arising out of performance, malperformance and/or non-performance of this Purchase Order, or the supplying of material or performing work under this Purchase Order. The Seller also agrees that if he or his subcontractors, agents or employees are required to be present on the Buyer's premises, or perform work with any of the Buyer's employees, that the Seller will secure and maintain in full force and effect during the performance of any work involved in connection with this Purchase Order, adequate public liability and property damage insurance satisfactory to the Buyer.
7. The Seller agrees to indemnify and hold harmless the Buyer, its officers, agents, customers and employees from and against all costs, damages, liabilities, claims and demands for actual or alleged infringement of any patents, copyrights, trade marks, industrial designs or corresponding right pertaining to any goods ordered under this Purchase Order. If the Buyer should be enjoined or interfered with in the use of any such goods, or any part thereof, the Seller agrees to furnish at its own expense such goods in substitution for the goods claimed to infringe any patent, copyright, trademark, industrial design or corresponding right as shall be satisfactory to the Buyer.
8. The Seller may not assign the whole or any part of its obligations arising out of this Purchase Order without the Buyer's prior written consent.
9. The Buyer will not accept any drafts or bills of exchange upon them, without prior written approval by its authorized representative.
10. All goods shall be at the Seller's risk until delivered to the Buyer at the place specified and the Seller shall not insure shipments for the Buyer's account.
11. Over shipments shall be for the Seller's account and in case the Seller desires return of any over shipment, all expenses incurred by the Buyer shall be for the Seller's account.
12. The prices on this Purchase Order are firm and shall include all taxes and duties unless otherwise specifically provided on the face of the Purchase Order.
13. If the Seller shall become insolvent or shall make any assignment for the benefit of creditors or a receiver or trustee shall be appointed for all or part of its property, this Purchase Order may forthwith be cancelled at the option of the Buyer without liability on part of the Buyer.
14. Delivery of the goods ordered on this Purchase Order must be made free and clear of all liens and encumbrances within the time, in the manner, and to the destinations stipulated. In the event of failure to meet this condition the Buyer shall be entitled to the return of all monies theretofore paid by the Buyer on the account of this Purchase Order without liability on the part of the Buyer and to place the Purchase Order elsewhere and the Seller shall be liable to the Buyer for any and all expenses of loss resulting from such failure.