

BAYTECH PLASTICS INC. – PURCHASE ORDER CONDITIONS AND INSTRUCTIONS

1. ACCEPTANCE OF THIS ORDER (I.E. – SUPPLYING MATERIALS AND/OR SERVICES) CONSTITUTES ACCEPTANCE OF ALL ITS TERMS AND CONDITIONS.
2. PURCHASER RESERVES THE RIGHT TO CANCEL THIS ORDER IF GOODS ARE NOT DELIVERED WITHIN STATED TIME. IF VENDOR ANTICIPATES DELIVERY WILL BE DELAYED, VENDOR WILL GIVE IMMEDIATE WRITTEN NOTICE TO PURCHASER OF THE CAUSE AND EXTENT OF THE ANTICIPATED DELAY AND ANY COSTS OR PENALTIES INCURRED BY PURCHASER DUE TO LATE DELIVERY WILL BE BORNE BY VENDOR.
3. NOTHING IS TO BE SHIPPED ON THIS ORDER IN EXCESS OR LESS THAN THE QUANTITY ORDERED OR AT A HIGHER PRICE THAN LAST QUOTED OR CHARGED UNLESS AUTHORIZED IN WRITING BY PURCHASER PRIOR TO SHIPMENT OF GOODS, AND ANY GOODS SO SHIPPED MAY BE RETURNED AT VENDOR'S EXPENSE.
4. UNLESS OTHERWISE SPECIFIED ON THE FACE OF THE ORDER, TITLE TO GOODS SHALL REMAIN WITH VENDOR UNTIL PURCHASER APPROVES THE QUANTITY AND QUALITY RECEIVED.
VENDOR EXPRESSLY WARRANTS THAT ALL GOODS DELIVERED ON THIS ORDER WILL CONFORM TO ANY SAMPLE OR SPECIFICATIONS FURNISHED BY PURCHASE AND WILL BE FIT FOR THEIR INTENDED PURPOSE OF MERCHANTABILITY, OF GOOD MATERIAL AND WORKMANSHIP AND FREE FROM DEFECTS. VENDOR AGREES TO INDEMNIFY AND DEFEND PURCHASER FROM ALL LIABILITY FOR CLAIMS, LOSSES OR DAMAGES INCURRED BY PURCHASER AND ARISING FROM ANY BREACH OF THIS CLAUSE BY VENDOR, AND VENDOR'S OBLIGATION HEREUNDER SHALL CONTINUE AFTER DELIVERY OF THE GOODS.
PAYMENT SHALL NOT CONSTITUTE ACCEPTANCE. VENDOR WILL BEAR THE COST OF DELIVERY AND INSPECTION OF DEFECTIVE GOODS REJECTED BY PURCHASER INCLUDING, BUT NOT LIMITED TO EXPENSE INCURRED BY PURCHASER TO ACQUIRE REPLACEMENT MATERIAL AND SUCH GOODS MAY BE RETURNED AT VENDOR'S EXPENSE.
5. NEITHER PURCHASER NOR VENDOR SHALL BE LIABLE FOR DELAY OR FAILURE TO MAKE DELIVERY HEREUNDER WHEN DUE DIRECTLY OR INDIRECTLY TO ACTS OF GOD OR ANY GOVERNMENTAL AGENCY, WAR, LABOUR DISTURBANCES, CIVIL COMMOTION, DELAYS IN TRANSPORTATION OR ANY LIKE OR DIFFERENT CAUSE BEYOND ITS CONTROL. BUT PURCHASER RESERVES THE RIGHT TO CANCEL THIS PURCHASE ORDER UPON OCCURRENCE OF ANY OF THE ABOVE TO EITHER PARTY.
6. VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND PURCHASER, ITS AFFILIATED AND SUBSIDIARY COMPANIES, CUSTOMERS AND USERS FROM AND AGAINST ALL COSTS, DAMAGES, LIABILITIES, CLAIMS AND DEMANDS FOR ACTUAL OR ALLEGED INFRINGEMENTS OF ANY PATENTS, TRADEMARKS, OR CORRESPONDING RIGHTS PERTAINING TO THE GOODS ORDERED ON THIS PURCHASE ORDER.
7. PAYMENT WILL BE MADE IN CANADIAN FUNDS UNLESS OTHERWISE STATED IN THIS ORDER. TERMS OF PAYMENT ARE TO BE COMPUTED FROM THE DATE THAT ACCEPTABLE INVOICES ARE RECEIVED OR THE MERCHANDISE IS RECEIVED BY PURCHASER, WHICHEVER IS LATER. **NO C.O.D. SHIPMENT OR DRAFTS WILL BE HONOURED.**
8. ALL TOOLS, MOULDS, FORMS, DIES, JIGS, PATTERNS, GAUGES, AND OTHER MATERIALS PAID FOR BY THE PURCHASER ARE THE PROPERTY OF THE PURCHASER AND ARE TO BE DELIVERED UPON REQUEST BY THE PURCHASER. TITLE TO GOODS FOR FURTHER PROCESSING SHALL REMAIN WITH BAYTECH PLASTICS INC. AT ALL TIMES DURING THE TIME THAT THE SUPPLIER HAS POSSESSION OF THE GOODS. IT WILL BE BAILEE ONLY OF THE GOODS.
9. IF PARTIAL SHIPMENTS ARE MADE, A SEPARATE INVOICE MUST BY RENDERED FOR EACH SHIPMENT. EACH PURCHASE ORDER REQUIRES A SEPARATE INVOICE.
10. THIS ORDER MAY NOT BE TRANSFERRED OR ASSIGNED BY VENDOR WITHOUT THE WRITTEN CONSENT OF PURCHASER.
11. VENDOR AGREES NOT TO MAKE SHIPMENTS ON VERBAL OR ELECTRONIC ORDERS WITHOUT AN ASSIGNED PURCHASE ORDER NUMBER.
12. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ONTARIO, CANADA.
13. THIS PURCHASE ORDER CONTAINS THE COMPLETE AGREEMENT BETWEEN PURCHASER AND VENDOR AND NO AGREEMENT OR OTHER TERMS AND CONDITIONS MODIFYING THEM SHALL BE BINDING UPON PURCHASER UNLESS MADE IN WRITING AND SIGNED BY PURCHASER'S AUTHORIZED REPRESENTATIVE.
14. FOR VENDORS OF PRODUCTION MATERIALS, PARTS OR SUPPLIES, COMPLIANCE WITH PURCHASER'S SUPPLIER QUALITY MANUAL (available at www.baytechplastics.com) IS MANDATORY.
15. ALL VENDORS ARE TO COMPLY WITH SAFE PURCHASING POLICIES INCLUDING BUT NOT LIMITED TO WHMIS, MSDS, AND ROHS.

WE CERTIFY THAT THE TANGIBLE PERSONAL PROPERTY ORDERED HEREIN IS TO BE USED IN, WROUGHT INTO, ATTACHED OR INCORPORATED INTO, TANGIBLE PERSONAL PROPERTY FOR SALE.

ONTARIO RETAIL SALES TAX VENDOR'S PERMIT NO. 1263-6576

THE FOLLOWING PAPERS MUST ACCOMPANY ALL SHIPMENTS

3 COPIES – CUSTOMS INVOICES

1 SIGNED COPY – NAFTA CERTIFICATE OF ORIGIN

IF THESE CUSTOMS INVOICES SHOULD NOT CLEAR THIS SHIPMENT, ANY DEMURRAGE CHARGE INCURRED SHALL BE INVOICED TO YOUR COMPANY.

CONDITIONS

THIS ORDER IS PLACED SUBJECT TO ALL TERMS & CONDITIONS APPEARING ON FACE AND AT WWW.BAYTECHPLASTICS.COM/TERMS HEREOF WHICH ARE CONSIDERED A PART OF THIS PURCHASE ORDER.

P.O. NUMBER AND BAYTECH PLASTICS PART NUMBER MUST APPEAR ON ALL INVOICES AND PACKING SLIPS

INVOICES: Canadian Suppliers – Duplicate invoices bearing our order number must be mailed not later than day of shipment. British and Foreign Suppliers – Two sets of four properly certified customs invoices must be supplied in addition to the regular invoices. All columns must be completed. Home consumption column must be in currency of country of manufacture or production. One set of custom invoices to accompany any shipment, but must not be included in the package. One set of custom invoices to be mailed with regular invoices not later than a day after shipment. Bill of lading or express receipt must accompany invoice of merchandise prepaid.

US SUPPLIERS: BORDER CLEARANCE NEAR NORTH CUSTOMS BROKERS INC.

H.S.T. REGISTRATION NO. 892310095RT