

# PRECISION PLATE LTD.

SPECIFICATION ELECTRO-PLATERS FOR INDUSTRY

## Purchase Order Terms and Conditions

Rev #2 Nov 30 2017

### 1. DEFINITIONS

**Purchaser:** means Precision Plate Ltd.

**Supplier:** means the individual, firm or corporate entity so named in the Purchase Order who is bound to supply and deliver the Goods.

**Purchase Order:** agreement between Purchaser and Supplier which supersedes all previous communications and negotiations and shall be acknowledged by Purchaser as sole authority for charging Goods to its account.

**Goods:** means chemicals, machinery, plant equipment, materials, services and things of all kinds to be supplied, delivered or performed by Supplier in accordance with the Purchase Order.

### 2. PURCHASE ORDER

A Purchase Order for Goods is issued by Purchaser to Supplier.

The Purchase Order will have a description of Goods, quantity, applicable prices and delivery details and may contain information specific to the particular Purchase Order including special conditions (if any) in a separate notes. The Purchase Order may also include attachments.

Goods must meet the requirements of the purchase order and the use of counterfeit parts or the substitution of alternative materials, even though they may be generic to the items specified on the purchase order, is not permitted. The supplier will notify the purchaser regarding the use of substitute products and obtain the approval for their use.

Note: A counterfeit part is an unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer. Examples of a counterfeit part can include, but are not limited to, the false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics.

The Purchase Order shall be effective from the date of issue as stated in the Purchase Order.

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## **3. ACCEPTANCE**

Upon receipt of Purchase Order, Supplier shall check it for discrepancies. Supplier shall acknowledge the Purchase Order by signing and returning the Purchase Order to Purchaser within two (2) days of receipt of Purchase Order or other form of acknowledge. In the absence of such acknowledgment, the performance of the Purchase Order by Supplier shall constitute acceptance of the Purchase Order.

## **4. DELIVERY**

Supplier shall deliver the Goods using the mode specified, on the date and at the place specified in the Purchase Order.

## **5. REVISION**

Purchaser reserves the right at any time in relation to the Goods to make a Revision to the Purchase Order to correct any errors or omissions or to make any changes including specifications, quantity and delivery.

## **6. PRICE**

Unless otherwise stated, the total Purchase Order price as indicated in the Purchase Order is in Canadian currency excluding HST and is fixed and firm, not subject to escalation for the duration of the Purchase Order; and includes all packing, testing and documentation costs.

## **7. PAYMENT**

Unless otherwise stated payment of the Purchase Order price shall be made in full within 30 to 45 days from receipt by Purchaser of correct and proper invoice and required supporting documentation following delivery of Goods.

## **8. WARRANTY**

Supplier warrants that Goods supplied shall be fit for the purpose intended and free of defects in materials, workmanship and design. If Purchaser supplies manufacturing drawings to Supplier, Supplier warrants that the Goods are manufactured and supplied strictly in accordance with such drawings.

Supplier shall (at the option of Purchaser) either replace or repair and make good any Goods or parts of Goods supplied by it found to be defective or in any way unsuitable for the purpose intended for a period of twelve (12) months from date of delivery of the Goods ("Warranty Period").

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## 9. INSPECTION

Purchaser and its Customer shall be granted access to the Supplier's work premises and those of its sub-suppliers to perform inspection as necessary at any time during the course of manufacture. Inspection by Purchaser shall not relieve Supplier of its obligations under the Purchase Order.

## 10. PACKAGING

Supplier shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by Supplier.

## 11. CANCELLATION

Purchaser may at its option cancel the Purchase Order or any part thereof at any time as agreed upon with the Supplier. Purchaser's liability will be to pay for materials manufactured and supplied in accordance with the Purchase Order at the date of cancellation and for costs of materials and other items ordered for which Supplier is legally bound to pay.

## 12. TERMINATION FOR DEFAULT

If Supplier fails to make delivery; fails to perform within the time specified in the Purchase Order; delivers non-conforming Goods; fails to make progress so as to endanger performance of the Purchase Order; then in any case Purchaser may cancel the Purchase Order or part thereof without penalty

## 13. DELIVERY TIME

If at any time Supplier discovers that the time of delivery will not be met, it shall notify Purchaser within two (2) working days of discovery stating cause of delay and earliest possible delivery date. Purchaser may thereupon terminate all or part of the Purchase Order.

If Supplier is delayed in delivery of the Goods by unforeseeable occurrences or causes such as acts of God, strikes, fire or other causes of a similar nature beyond Supplier's reasonable control, Supplier shall notify Purchaser within two (2) days of the commencement of each such occurrence or cause and request an extension of time. If approved by Purchaser, any extension of time shall be granted in writing.

Signed: *Mr. John Parker* President